County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, June 16, 2026

9:00 AM

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

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

Board of Supervisors

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

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

https://bit.ly/4u3JgJe

Participation in meetings

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

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

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

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

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

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

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

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+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
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Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

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

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

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

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

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

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

HELPFUL INFORMATION

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

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

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

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

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

P = Presented

NP = Not presented

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

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

   b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) *Monterey County Vacation Rental Alliance, et al. v. County of Monterey, et al.* (Superior Court of California, County of Monterey, Case No. 24CV004922)
   (2) *Jane Doe v. County of Monterey, et al.* (Superior Court of California, County of Monterey, Case No. 25CV004526)
   (3) *DSCC v. Trump* (United States Court of Appeal for the D.C. Circuit, Case No. 26-5193)

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

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

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

Ceremonial Resolutions

2. Adopt a resolution of the Board of Supervisors of the County of Monterey Designating the County as a Sanctuary for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Sanctuary for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals

3. Adopt a resolution honoring Flo Snyder Speck on the occasion of a milestone birthday. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Flo Snider Speck

Appointments

4. Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"); select and appoint Robin Lee to Primary and Janet Brennan to Alternate Environment Director positions, all for terms commencing July 1, 2026, through June 30, 2029; and direct the Clerk of the Board to notify the Members and BOD of the SVBGSA of updates to the list of entities that constitute the nominating group for the Environment Director Position.

Attachments: Board Report
Draft Resolution
Letter Env Caucus to BOS 2026-04-06
Letter Env Caucus to BOS 2026-06-10

5. Appoint Melanie Rhodes to the Juvenile Justice Coordinating Council (JJCC) representing Behavioral Health as the Behavioral Health Services Director with a term ending at the pleasure of the board. (Nominated by the Juvenile Justice Coordinating Council)

Attachments: Notification to Clerk of Appt - Melanie Rhodes
Bio - Melanie Rhodes

6. Appoint Crystel Hernandez to the San Ardo Cemetery District as a Primary Representative with a term end date of March 31, 2030. (Nominated By District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Crystel Hernandez
Resume - Crystel Hernandez
Letter of Interest - Crystel Hernandez

7. Appoint Patty Padilla Salsberg to the Commission on the Status of Women representing District 1 as a Primary Representative with a term end date of February 1, 2029, (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Patty Padilla Salsberg
Application - Patty Padilla Salsberg

8. Reappoint Yadira Hobby to the Military & Veterans Affairs Advisory Commission representing District 1 as a Primary Representative with a term end date of June 16, 2028 (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Yadira Hobby
Application - Yadira Hobby

Boards, Commissions and Committees Terms/Vacancies

Volunteer Opportunities for a Board, Commission and Committee

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

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

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

Approval of Consent Calendar – (See Supplemental Sheet)

9. See Supplemental Sheet

General Public Comments

10. General Public Comments

Scheduled Matters

11. a. Receive an update on community and stakeholder support regarding a potential real estate transfer tax affecting ultra-high-value residential properties in unincorporated areas; and
b. Provide direction to staff on whether to move forward with developing a tax measure for potential placement on a future ballot.

Attachments: Board Report

12. a. Adopt a resolution approving the Fiscal Year (FY) 2026-27 Budget for the County of Monterey, incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board of Supervisors at May 27, 2026, Budget Hearing;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A and B, to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D;
c. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and
d. Adopt the Maximum Filled Full-Time Equivalency Policy effective July 1, 2026, as described in Attachment E.

Attachments: Board Report
FY 2026-27 Adopted Budget Resolution
Attachment A - Board of Supervisors Modifications to the FY 2026-27 Recommended Budget
Attachment B - Board-directed Follow-up and Pending Budget Issues for the FY 2026-27 Adopted Budget
Attachment C - Technical Corrections to the FY 2026-27 Recommended Budget
Attachment D - Base Wage Adjustments Hourly Salary Table
Attachment E - Maximum Filled FTE Policy for FY 2026-27 Adopted Budget
Exhibit 1 - FY 2026-27 Adopted Budget Countywide Position Summary

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

13. a. Adopt and approve the County of Monterey Behavioral Health Services Act (BHSA) Three-Year

Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan);
b. Authorize the Chair of the Board of Supervisors to execute the official Board of Supervisors Certification (attached), as recommended by the Behavioral Health Director, attesting that the Board of Supervisors has reviewed and approved this Integrated Plan and the County will meet its realignment obligations pursuant to Welfare & Institutions Code section 14197.71 or other applicable guidance, without utilizing waitlists;
c. Authorize the Behavioral Health Director and the County Administrator Officer or their designee to submit the approved Integrated Plan to the California Department of Health Care Services (DHCS), and to execute all required DHCS certifications, assurances, and related documents necessary for submission and approval; and
d. Authorize the Behavioral Health Director to execute non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS, provided that such changes do not materially alter the scope, funding priorities, or policy direction of the approved Integrated Plan.

Attachments: Board Report
Attachment A: Monterey County BHSA Three-Year Integrated Plan (FY 2026-27 through FY
Attachment B: Monterey County BHSA Three-Year Integrated Plan Budget (FY 2026-27 through
Attachment C: Behavioral Health Commission Letter (May 28, 2025)
Attachment D: Board of Supervisors Certification Form
Item No. 13 Presentation (ADDED VIA ADDENDA)

14. Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2026-27 at the rate of $12.00 per service unit.

Attachments: Board Report
Proposed Resolution on CSA-74 Assessment
Notice of Public Hearing
Summarized History of CSA-74
List of rates charged per parcel
Letter from County of Monterey Auditor Controller

15. Accept and approve the Emergency Medical Services (EMS) Agency Annual Report for 2025.

Attachments: Board Report
2025 EMS Agency Annual Report
Item No. 15 Presentation (ADDED VIA ADDENDA)

16. Receive a presentation on the County of Monterey Health Department Behavioral Health Bureau Community Assistance, Recovery, and Empowerment (CARE) Act Program.

Attachments: Board Report
Item No. 16 Presentation (ADDED VIA ADDENDA)

17. a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*"; and,
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court.

Attachments: Board Report
A: Draft Board Response to 2025-2026 CGJ Report re: Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies
B: 2025-2025 CGJ Report re Emergency Radio Coverage Gaps

Other Board Matters

Referral Matrix and New Referrals

18. Referral Matrix and One New Referral

Attachments: Board Referral Matrix 6-16-26
2026.12 (Askew) Committment to Constitutional Order Resolution

Referral Responses

19. Receive a preliminary response to *Board Referral Number 2026.10* (Root Askew) to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

Attachments: Board Report
Attachment A - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - RES 22-113
Attachment D - Resolution CR-25-095

County Administrative Officer Comments

20. County Administrative Officer Comments

Board Comments

21. Board Comments

Read out from Closed Session by County Counsel

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

Adjournment

Upcoming Board of Supervisors Meetings for 2026

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

https://bit.ly/4wYb30m

Supplemental Sheet, Consent Calendar

Health Department

22. a. Approve and authorize the Director of Health Services or designee to sign a non-standard Service Agreement with Relias, LLC for the provision of a web-based learning management platform system related to mental health and substance use treatment, for a maximum County obligation of $180,290 effective July 1, 2026 through June 30, 2029;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($18,029) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount of $198,319.

Attachments: Board Report
Agreement
Exhibits

23. a. Approve and authorize the Director of Health Services or designee to execute a standard template Mental Health Services Agreement (MHSA) with each of the providers listed in the Delegated Authority list (Attachment A) 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, for a term of July 1, 2026 through June 30, 2027 for a total in the aggregate not to exceed $2,085,283 as set forth in Attachment A and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments per agreement with the providers listed in Attachment A, provided that the amendments do not exceed 10% of each original agreement amount, and do not significantly change the scope of services, nor result in a total increase of 10% ($208,528), for a revised aggregate not to exceed amount of $2,293,811.

Attachments: Board Report
Attachment A – Delegated Authority List of Providers
Attachment B – County of Monterey Standard MHS (Mental Health Services) Agreement for Medi-Cal Services.

24. a. Approve and authorize the Director of Health Services or designee to execute a retroactive standard Mental Health Services Agreement for the term beginning January 1, 2026 through June 30, 2027 with Olive Crest 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 $189,421 for Fiscal Year (FY) 2025-2026 and $505,123 for FY 2026-2027 for a total agreement amount not to exceed $694,544; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($69,454) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $763,998.

Attachments: Board Report
Agreement

25. a. Approve and authorize the Director of Health Services or designee to execute non-standard Participation Agreement No. 14629-MONT-PICR-26_27 between the County of Monterey and California Mental Health Services Authority (CalMHSA), for Psychiatric Inpatient Concurrent Review (PICR) services, for a total Agreement amount not to exceed $447,888 for the term July 1, 2026 through June 30, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three future amendments that do not exceed 10% ($44,788) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $492,676.

Attachments: Board Report
Participation Agreement No.14629-MONT-PICR-26_27

Department of Social Services

26. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Learning Time Inc. for the provision of Learning Disabilities, Evaluations and Academic Achievement Coaching for the period of July 1, 2026 through June 30, 2029, in the amount of $660,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($66,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $726,000.

Attachments: Board Report
Agreement

27. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Goodwill Central Coast for Expanded Subsidized Employment training, supervision, intensive case management, and job performance evaluations for CalWORKs Welfare-to-Work customers for the period of July 1, 2026 through June 30, 2027, in the amount of $1,750,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($175,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,925,000.

Attachments: Board Report
Agreement

28. a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement A-17326 with Aspiranet to provide staffing and support of the

Visitation Center component of Family Reunification adding $234,686 for a new contract total of $704,058 and extend the term by six (6) months for a new agreement term of July 1, 2025 through December 31, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($70,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $774,464.

Attachments: Board Report
Amendment No. 1
Original Agreement EXECUTED

29. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Aspiranet for operation of the Cherish Receiving Center for the period of July 1, 2026 through June 30, 2027, in the amount of $1,111,713; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($111,171) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,222,884.

Attachments: Board Report
Agreement

30. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Central Coast Center for Independent Living to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2026 through June 30, 2027, in the amount of $250,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($25,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $275,000.

Attachments: Board Report
Agreement

31. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Coalition of Homeless Services Providers for coordination and management of components of the County of Monterey's homelessness response services for the period of July 1, 2026 through June 30, 2027, in the amount of $427,797; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($42,779) of the amended contract amount, do not significantly change the scope of work, and do not exceed the

maximum aggregate amount of $470,576.

Attachments: Board Report
Agreement

Criminal Justice

32. a. Approve and authorize the County Purchasing Agent or designee to execute an Agreement with Pace Systems, Incorporated to provide Pace Scheduler and timeclock software license subscriptions effective June 22, 2026 through June 21, 2027, not to exceed $15,285; and
b. Accept the non-standard limitations of liability and proprietary rights terms and conditions as recommended by Chief Probation Officer; and
c. Authorize the County Purchasing Agent or designee to execute future extensions to the Agreement provided that these do not exceed an aggregate amount of $200,000 per fiscal year, the extensions fall within the signing authority of the County Purchasing Agent, and the order forms do not significantly alter the terms of the Agreement, all subject to County Counsel review.

Attachments: Board Report
Agreement- PACE Systems Inc -Scheduler and Time CLock 2026-27

33. a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc., to provide transitional housing services for adult offenders eligible for the AB 109 Public Safety Realignment plan, effective July 1, 2026 through June 30, 2027, not to exceed $930,029; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($93,002) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $1,023,031.

Attachments: Board Report
Agreement- Turning Point of Central California-AB109 Transitional Housing FY26-27

34. a. Approve and authorize the Public Defender or their designee to execute a non-standard Agreement with Axon Enterprise, Inc., for digital evidence management system in the amount of $1,214,803 for a ten-year term of July 1, 2026 through July 31, 2036;
b. Accept the risk provisions as recommended by the Public Defender;
c. Authorize the Public Defender or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the Public Defender to issue purchase orders on an as-needed basis pursuant to this agreement over the period of July 1, 2026 through July 31, 2036.

Attachments: Board Report
Non-Standard Agreement Axon Enterprise Inc. FY26-36

General Government

35. a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Capella University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030 and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

Attachments: Board Report
Master Student Intern Placement Agreement with Capella University

36. a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between University of the Pacific and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

Attachments: Board Report
Master Student Intern Placement Agreement with University of the Pacific

37. a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Walden University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of September 1, 2026, through March 30, 2031; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources

Attachments: Board Report
Master Student Intern Placement Agreement with Walden University and County of Monterey

38. a. Approve and authorize the Auditor-Controller to amend the fiscal year 2025-26 Adopted budget of the Agricultural Commissioner (001-2810-AGR001-8001) increasing appropriations and estimated revenues by $1,452,136 where the financing source are additional unanticipated revenues from State Aid to Agriculture in the amount of $1,452,136; (4/5ths Vote Required)
b. Approve and authorize the transfer of up to $1,452,136 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001) to the Capital Project Fund (404-3200-PFP057-8845) for the

Agricultural Commissioner's Salinas Facility Project Number 8845 on review and approval from the CAO (4/5ths Vote Required).

Attachments: Board Report

39. Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

Attachments: Board Report
Attachment A

40. Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

Attachments: Board Report
Attachment A
Attachment B

41. a. Authorize the Agricultural Commissioner to execute, on behalf of the County of Monterey, Standard Agreements and any amendments thereto with Federal, State, and local agencies for designated programs performed by the department for a period of three (3) years ending June 30, 2029 for an initial amount to be $1,233,000 where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000; and
b. Approve and authorize the Agricultural Commissioner, or his designee, to sign up to three (3) amendments to each agreement where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000 of the initial amount of the subject agreement and do not significantly change the scope of work.

Attachments: Board Report
Exhibit A - List of Agreements

42. a. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Air Resources Board as the lead applicant for the Regional Climate Project Working Group for an award of $10,019,303 for electric vehicle procurement, planning, and training; and
b. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Energy Commission as the lead applicant for the Regional Climate Project Working Group for an award of $5,688,125 for electric vehicle charging station installation; and,
c. Accept $10,486,742 in funds through the Advanced Technology Demonstration and Pilot Projects Solicitation grant program from the California Air Resources Board and the California Energy Commission as the County's portion of a Regional Climate Project Working Group award of $15,707,428; and,

d. Provide direction to staff as needed.

Attachments: Board Report
California Air Resources Board Agreement
California Energy Commission Agreement
Preliminary Award Letter
Preliminary Award Letter Addendum

43. a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $96,390 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

Attachments: Board Report

44. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute an Agreement with Pat Davis Design Group, Inc. (PDDG) to provide website development, design, and hosting services for the period from July 1, 2026, through June 30, 2027, at a cost not to exceed $57,900.

Attachments: Board Report
2026-27 Pat Davis Design Group Website Agreement

45. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Agricultural and Rural Life Museum (MCARLM), for one time funding not to exceed $75,000 to provide support of agricultural education efforts in Monterey County.
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

Attachments: Board Report
MOU

46. Adopt a resolution to approve and authorize the County Purchasing Agent to execute a Standard Agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. for Workers' Compensation and General Liability Third Party Administration services for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,970.

Attachments: Board Report
Draft Resolution
Standard Agreement
Exhibit A - Scope of Work & Fees

Public Works, Facilities and Parks

47. Adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2026-27 through 2030-31.

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - CIP FYs 2026-27 through 2030-31

48. Adopt a resolution:
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

Attachments: Board Report
Attachment A - Draft Resolution

49. a. Award a contract to Granite Rock Company, the lowest responsible bidder for Carmel Valley Road Resurfacing, Project No. 1185, in the total amount of $4,551,418;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
c. Authorize a contingency, not to exceed 10% of the contract amount or $455,142 to provide funding for approved contract change orders;
d. Authorize the Director of Public Works, Facilities and Parks to execute the contract subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed 10% of the original contract amount ($455,142), do not significantly change the scope of work, not to exceed the maximum contract amount of $5,006,560; and
e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of the Carmel Valley Road Resurfacing, Project No. 1185.

California Environmental Quality Act (CEQA) Action: The Project has been determined to be categorically exempt (Class 1) because the Project is to perform repair and maintenance of existing streets and similar facilities which involve no expansion of an existing use (See CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities).

Attachments: Board Report
Attachment A - Contract Bonds Insur
Attachment B - Project Budget
Attachment C - Bid Summary
Attachment D - Location Map

Addenda/Supplemental

50.

Addenda/Supplemental

Under Scheduled Items in the AM

Item No. 12

Duplicative Board Report was removed

Under Scheduled Items in the PM

Item No. 13

Added Presentation as an attachment

Item No. 15

Added Presentation as an attachment

Item No. 16

Added Presentation as an attachment

County of Monterey

Board Report

Legistar File Number: CS 26-025

Item No.1

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

June 16, 2026

Introduced: 6/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

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

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Monterey County Vacation Rental Alliance, et al. v. County of Monterey, et al.* (Superior Court of California, County of Monterey, Case No. 24CV004922)
(2) *Jane Doe v. County of Monterey, et al.* (Superior Court of California, County of Monterey, Case No. 25CV004526)
(3) *DSCC v. Trump* (United States Court of Appeal for the D.C. Circuit, Case No. 26-5193)

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

County of Monterey

Board Report

Legistar File Number: CR 26-085

Item No.2

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

June 16, 2026

Introduced: 6/9/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution of the Board of Supervisors of the County of Monterey Designating the County as a Sanctuary for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals. (Supervisor Root Askew) (P)

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

Resolution No.

Resolution of the Board of Supervisors of the County of Monterey Designating the County as a Sanctuary for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals.)))

WHEREAS, the County of Monterey is committed to the values of equality, human rights, and the protection of its diverse community members, recognizing that the health and safety of all residents are paramount to a thriving society; and

WHEREAS, the State of California has led the nation in protecting LGBTQ+ rights, notably through the passage of **SB 107 (2022)**, which safeguards individuals seeking or providing gender-affirming healthcare from out-of-state legal repercussions and interference; and

WHEREAS, the Board of Supervisors acknowledges that major medical organizations, including the American Medical Association and the American Academy of Pediatrics, recognize gender-affirming care as **essential, evidence-based, and lifesaving**; and

WHEREAS, despite California's protections, an unprecedented increase in legislative attacks on gender-affirming care in other jurisdictions poses a direct threat to the mental health and safety of transgender and gender-diverse individuals, many of whom may seek refuge within the **County of Monterey**; and

WHEREAS, LGBTQ+ youth in Monterey County and beyond report significantly higher rates of distress and suicidality when faced with hostile political climates, making local affirmations of safety a public health necessity; and

WHEREAS, the County of Monterey **Health Department's Behavioral Health Bureau** has established the Rainbow Connections Network of Affirming Care, a growing collaboration of local providers and community-based organizations dedicated to expanding access to welcoming, affirming resources and services, building provider capacity, reducing barriers to care and ensuring that services are visible and available to the residents who need them; and

WHEREAS, local community advocates and organizations—such as **The Epicenter**, The Diversity Center, Salinas Valley Pride , and Monterey Peninsula Pride—have identified these gaps as urgent priorities for the well-being of our residents; and

WHEREAS, the County of Monterey is committed to fostering a workplace where all employees, including those who are transgender, genderqueer, non-binary, gender fluid, and intersex, are treated with dignity and respect, are free from discrimination and harassment, and are empowered to bring their full, authentic selves to their work in service of the public;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, that:

1. **Sanctuary Designation:** The County of Monterey is hereby declared a **Sanctuary County** for transgender, gender queer, non-binary, gender fluid, and intersex individuals, affirming their right to live authentically and safely.

2. **Protection of Care:** The County shall support the principles of SB 107, ensuring that County resources are not used to facilitate out-of-state investigations or prosecutions related to legally protected gender-affirming healthcare.

3. **Commitment to Access to Services:** The County Health Department will continue to ensure our patients and clients have access to gender affirming care within our system and through referrals to our extended network and will partner with the Central California Alliance for Health to evaluate any gaps and identify strategies to close them within our County-managed care provider network to expand the availability of gender-affirming care.

4. **Solidarity:** The County of Monterey stands in firm solidarity with the LGBTQ+ community, reinforcing its position as a beacon of safety, dignity, and support for all people, regardless of gender identity or expression.

5. **Collaboration and Network Expansion.** Continue to bolster the Rainbow Connections Network of Affirming Care, comprised of local providers and community-based organizations dedicated to ensuring access to welcoming, affirming resources and services; building provider capacity; reducing barriers to care and ensuring that services are visible and available to the residents who need them.

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

County of Monterey

Board Report

Legistar File Number: CR 26-083

Item No.3

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

June 16, 2026

Introduced: 5/22/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Flo Snyder Speck on the occasion of a milestone birthday. (Supervisor Daniels) (NP)

MONTEREY COUNTY BOARD OF SUPERVISORS
RESOLUTION HONORING FLO SNYDER SPECK
ON THE OCCASION OF A MILESTONE BIRTHDAY

WHEREAS, Flo Snyder Speck, a longtime resident of Carmel-by-the-Sea, has devoted her life to public service, civic engagement, cultural enrichment, and the betterment of communities throughout California and beyond; and

WHEREAS, Flo Snyder Speck served as the State of California's first Director of Tourism, helping to establish and advance tourism as a vital component of California's economy and international identity; and

WHEREAS, she served with distinction for eight years in the administration of Governor George Deukmejian, contributing her exceptional leadership, professionalism, and dedication to the people of California; and

WHEREAS, Flo Snyder Speck was one of the first female employees hired by the Los Angeles Dodgers organization, marking the beginning of a remarkable career distinguished by innovation, public relations expertise, and organizational leadership; and

WHEREAS, she also served as Head of Public Inquiry for Attorney General Evelle J. Younger, demonstrating her commitment to responsive public service and effective communication with the citizens of California; and

WHEREAS, throughout her lifetime, Flo Snyder Speck has generously shared her talents and leadership with numerous charitable, civic, and cultural organizations, including the Carmel Woman's Club, the Opera Society of Carmel, and Colleagues of the Arts; and

WHEREAS, with her unique ability to recognize opportunity and create successful programs, Flo Snyder Speck applied her professional expertise to assist her ancestral homeland of Armenia by making numerous volunteer trips to help develop tourism initiatives modeled after her pioneering work for the State of California; and

WHEREAS, her efforts in Armenia contributed to the creation of sustainable tourism opportunities, generating much-needed revenue and meaningful employment for the Armenian people; and

WHEREAS, Flo Snyder Speck has touched countless lives through her warmth, optimism, generosity, and enduring commitment to making people's lives happier, richer, and more meaningful.

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors on behalf of the County and all residents thereof, do hereby honor and celebrate **Flo Snyder Speck** for a lifetime of extraordinary accomplishments, public service, philanthropy, and community leadership, and extends its heartfelt congratulations and best wishes on the joyous occasion of her 100th Birthday on June 22, 2026.

PASSED AND ADOPTED 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 _____, 2026.

Dated:

Introduced: 6/1/2026
Version: 1

Current Status: Appointment
Matter Type: General Agenda Item

Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"); select and appoint Robin Lee to Primary and Janet Brennan to Alternate Environment Director positions, all for terms commencing July 1, 2026, through June 30, 2029; and direct the Clerk of the Board to notify the Members and BOD of the SVBGSA of updates to the list of entities that constitute the nominating group for the Environment Director Position.

RECOMMENDATION:

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

1. Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"), for terms commencing July 1, 2026, through June 30, 2029;
2. Select and appoint Robin Lee to Primary and Janet Brennan to Alternate Environment Director positions, for terms commencing July 1, 2026, through June 30, 2029; and
3. Direct the Clerk of the Board to notify the Members and BOD of the SVBGSA of updates to the list of entities that constitute the nominating group for the Environment Director Position.

SUMMARY:

In a preliminary procedural step, the County Board of Supervisors ("BOS") is required by the SVBGSA's Joint Powers Authority Agreement ("JPA") to confirm the appointments of certain Director positions (both the Primary and Alternate seats) on the SVBGSA's BOD - specifically, two of the Agriculture Director positions who have terms expiring on June 30, 2026.

In addition to this, the BOS has discretion to select and appoint a Primary and Alternate Environment Director Position, choosing from nominees presented by the Nominating Group set forth in the JPA (which for the Environment Director Position, is made up of those entities listed on Exhibit F to the JPA).

Finally, the BOS is requested to direct the Clerk of the Board to notify the Members of the GSA, and the BOD, of updates to the Nominating Group for the Environment Director Position.

Last year, the Board confirmed appointments to the other two Agricultural Director seats, and further selected and appointed a Public Director (and alternate) - and it is now recommended that the BOS take similar action with respect to the Agricultural Director and Environment Director Positions.

DISCUSSION:

The SVBGSA - A Brief Background

The SVBGSA is a Joint Powers Authority created by the County, the Water Resources Agency, various cities, and other public entities in the Salinas Valley, and is governed by an 11-member Board of Directors. Each Director position has a Primary and an Alternate Director, and each represents a different interest or stakeholder group generally as required by the Sustainable Groundwater Management Act. As set forth in the Joint Powers Authority agreement forming the SVBGSA, various members of JPA make nominations and appointments to the Director positions.
Under the JPA, the County is responsible in some capacity for the appointments of a Primary and Alternate for each of 7 Director positions: A) one representing Other GSA Eligible Entities; B) four representing agricultural interests; C) one representing environmental interests; and D) one Public Member representing interests not otherwise represented on the Board. Generally, the Director positions have three-year terms; however, so that not all Director positions would expire at the same time, a number of the positions were given two-year terms at the start.

General Qualifications for Directors

The JPA agreement sets forth general qualifications for Directors:

1. General education and/or knowledge, interest in and experience relating to the control, storage, and beneficial use of groundwater;
2. General understanding and knowledge of the Basin and all its beneficial users;
3. Working knowledge and understanding of how to develop strategic plans, policies, programs, and financing/funding mechanisms;
4. Genuine commitment to collaboratively work together to (a) achieve groundwater sustainability through the adoption and implementation of a Groundwater Sustainability Plan for the Salinas Valley Groundwater Basin, and all its beneficial users; and (b) provide for the ongoing sustainable management of the basin;
5. General knowledge and understanding of one or more of the different facets (administration, financial, legal, organizational, personnel, etc.) needed for a successful and productive organization;
6. Ability to commit the time necessary, estimated at a minimum 15 - 20 hours per month, to responsibly fulfill their commitment to the organization. This includes, but is not limited to: (a) Board meetings, (b) Board training, (c) analyzing financial statements and technical reports, (d) reviewing Board documents before Board meetings, (e) attending Board meetings, and (f) serving on committees to which they are assigned; and
7. A permanent resident within the Basin, or a representative of an agency with jurisdiction, or a business or organization with a presence, within the Basin.

Specific Qualifications and Process for Nominating and Appointing Directors

1. Agricultural Director

Each of the Director positions also has specific qualifications; an “Agriculture Director” must be an individual that is either:

- engaged in, and derives the majority of his or her gross income or revenue from, commercial agricultural production or operations; or
- designated by an entity this is engaged in commercial agricultural production or operations,

and the individual derives the majority of his or her gross income or revenue from agricultural production or operations, including as an owner, lessor, lessee, manager, officer, or substantial shareholder of a corporate entity

The Agricultural Association nominates for these Director positions. The Association has nominated the following individuals for the following positions:

Steve McIntyre - Primary Director for Forebay Subbasin

Jerry Lohr - Alternate Director for Forebay Subbasin

Ryan Kelly - Primary Director for 180/400 Subbasin

Robert Rodoni - Alternate Director for 180/400 Subbasin

The BOS is the "Appointing Authority" per the JPA, and, according to its terms, the BOS is required to confirm these specific positions as proposed by the Agricultural Association.

2. Environment Director

An "Environment Director" must be an individual that is:

- A representative of an established environmental organization that has a presence or is otherwise active in the Basin.

The Environment Director Nominating Group, consisting of the organizations listed on Exhibit F of the JPA, proposes nominees for this seat. The group includes: Sustainable Monterey County, League of Women Voters of Monterey County, Landwatch Monterey County, Friends and Neighbors of Elkhorn Slough, California Native Plant Society (Monterey Chapter) Trout Unlimited, Surfriders, The Nature Conservancy, and the Carmel River Steelhead Association.

Concurrently with its submission of the Environment Director nominees, the Nominating Group has updated its membership list, and is requesting the BOS provide notice to the GSA Members and BOD, as required under the JPA. (See Attachments, letters from the Environmental Director Nominating Group.) The requested changes result in the addition of Central Coast Wetlands and Elkhorn Slough Foundation, and the removal of the Nature Conservancy and Friends and Neighbors of Elkhorn Slough.

The Environmental Director Nominating Group has nominated the following individuals:

Robin Lee - Primary Director

Janet Brennan - Alternate Director

The BOS is the "Appointing Authority" per the JPA, and, according to its terms, the BOS has discretion to select and appoint the Primary and Alternate Environment Director, but only from the list of nominees provided.

Each of the nominees will be invited to the Board meeting to address the Board if the Board has questions.

Notification of Updates to Environment Director Position Nominating Group

Under the JPA, the entities which constitute the Environment Director Nominating Group are permitted to, and have revised, their membership. The new Environment Director Position Nominating Group has added Central Coast Wetlands and the Elkhorn Slough Foundation to its roster, while removing the Nature Conservancy and Friends and Neighbors of Elkhorn Slough. The JPA requires the BOD, as Appointing Authority, to notify the Members of the GSA and its BOD of these revisions - accordingly, it is requested that the BOS direct the Clerk of the Board to send appropriate notices.

OTHER AGENCY INVOLVEMENT:

This report was prepared by the SVBGSA for the County of Monterey Board of Supervisor's

consideration.

FINANCING:

There is no impact to the General Fund with the appointments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

X Economic Development
X Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by:
Reed Gallogly, Deputy County Counsel
General Counsel - Salinas Valley Basin Groundwater Sustainability Agency, Ext. 5322.
Approved by: Kelly Donlon, Chief Assistant County Counsel

Attachments:
Draft Resolution
Letter from Environmental Director Nominating Group 2026-04-20
Letter from Environmental Director Nominating Group 2026-06-10

Introduced: 6/1/2026
Version: 1

Current Status: Appointment
Matter Type: General Agenda Item

Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"); select and appoint Robin Lee to Primary and Janet Brennan to Alternate Environment Director positions, all for terms commencing July 1, 2026, through June 30, 2029; and direct the Clerk of the Board to notify the Members and BOD of the SVBGSA of updates to the list of entities that constitute the nominating group for the Environment Director Position.

RECOMMENDATION:

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

1. Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"), for terms commencing July 1, 2026, through June 30, 2029;
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SUMMARY:

In a preliminary procedural step, the County Board of Supervisors ("BOS") is required by the SVBGSA's Joint Powers Authority Agreement ("JPA") to confirm the appointments of certain Director positions (both the Primary and Alternate seats) on the SVBGSA's BOD - specifically, two of the Agriculture Director positions who have terms expiring on June 30, 2026.

In addition to this, the BOS has discretion to select and appoint a Primary and Alternate Environment Director Position, choosing from nominees presented by the Nominating Group set forth in the JPA (which for the Environment Director Position, is made up of those entities listed on Exhibit F to the JPA).

Finally, the BOS is requested to direct the Clerk of the Board to notify the Members of the GSA, and the BOD, of updates to the Nominating Group for the Environment Director Position.

Last year, the Board confirmed appointments to the other two Agricultural Director seats, and further selected and appointed a Public Director (and alternate) - and it is now recommended that the BOS take similar action with respect to the Agricultural Director and Environment Director Positions.

DISCUSSION:

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Under the JPA, the County is responsible in some capacity for the appointments of a Primary and Alternate for each of 7 Director positions: A) one representing Other GSA Eligible Entities; B) four representing agricultural interests; C) one representing environmental interests; and D) one Public Member representing interests not otherwise represented on the Board. Generally, the Director positions have three-year terms; however, so that not all Director positions would expire at the same time, a number of the positions were given two-year terms at the start.

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2. General understanding and knowledge of the Basin and all its beneficial users;
3. Working knowledge and understanding of how to develop strategic plans, policies, programs, and financing/funding mechanisms;
4. Genuine commitment to collaboratively work together to (a) achieve groundwater sustainability through the adoption and implementation of a Groundwater Sustainability Plan for the Salinas Valley Groundwater Basin, and all its beneficial users; and (b) provide for the ongoing sustainable management of the basin;
5. General knowledge and understanding of one or more of the different facets (administration, financial, legal, organizational, personnel, etc.) needed for a successful and productive organization;
6. Ability to commit the time necessary, estimated at a minimum 15 - 20 hours per month, to responsibly fulfill their commitment to the organization. This includes, but is not limited to: (a) Board meetings, (b) Board training, (c) analyzing financial statements and technical reports, (d) reviewing Board documents before Board meetings, (e) attending Board meetings, and (f) serving on committees to which they are assigned; and
7. A permanent resident within the Basin, or a representative of an agency with jurisdiction, or a business or organization with a presence, within the Basin.

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- designated by an entity this is engaged in commercial agricultural production or operations,

and the individual derives the majority of his or her gross income or revenue from agricultural production or operations, including as an owner, lessor, lessee, manager, officer, or substantial shareholder of a corporate entity

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Robert Rodoni - Alternate Director for 180/400 Subbasin

The BOS is the "Appointing Authority" per the JPA, and, according to its terms, the BOS is required to confirm these specific positions as proposed by the Agricultural Association.

2. Environment Director

An "Environment Director" must be an individual that is:

- A representative of an established environmental organization that has a presence or is otherwise active in the Basin.

The Environment Director Nominating Group, consisting of the organizations listed on Exhibit F of the JPA, proposes nominees for this seat. The group includes: Sustainable Monterey County, League of Women Voters of Monterey County, Landwatch Monterey County, Friends and Neighbors of Elkhorn Slough, California Native Plant Society (Monterey Chapter) Trout Unlimited, Surfriders, The Nature Conservancy, and the Carmel River Steelhead Association.

Concurrently with its submission of the Environment Director nominees, the Nominating Group has updated its membership list, and is requesting the BOS provide notice to the GSA Members and BOD, as required under the JPA. (See Attachments, letters from the Environmental Director Nominating Group.) The requested changes result in the addition of Central Coast Wetlands and Elkhorn Slough Foundation, and the removal of the Nature Conservancy and Friends and Neighbors of Elkhorn Slough.

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Each of the nominees will be invited to the Board meeting to address the Board if the Board has questions.

Notification of Updates to Environment Director Position Nominating Group

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OTHER AGENCY INVOLVEMENT:

This report was prepared by the SVBGSA for the County of Monterey Board of Supervisor's

consideration.

FINANCING:

There is no impact to the General Fund with the appointments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

X Economic Development
X Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by:
Reed Gallogly, Deputy County Counsel
General Counsel - Salinas Valley Basin Groundwater Sustainability Agency, Ext. 5322.
Approved by: Kelly Donlon, Chief Assistant County Counsel

Attachments:
Draft Resolution
Letter from Environmental Director Nominating Group 2026-04-20
Letter from Environmental Director Nominating Group 2026-06-10

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

Resolution No.

Confirm the appointments of Steve McIntyre to Primary and Jerry Lohr to the Alternate Agriculture Director positions for the Forebay, and Ryan Kelly to the Primary and Robert Rodoni to the Alternate Director positions for the 180/400 Basin, on the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") Board of Directors ("BOD"); select and appoint Robin Lee to Primary and Janet Brennan to Alternate Environment Director positions, all for terms commencing July 1, 2026, through June 30, 2029; and direct the Clerk of the Board to notify the Members and BOD of the SVBGSA of updates to the list of entities that constitute the nominating group for the Environment Director Position.	))))

WHEREAS, the County of Monterey, the cities of Salinas, Soledad, and King, the Monterey County Water Resources Agency, the Castroville Community Services District, and Monterey One Water (formerly the Monterey Regional Water Pollution Control Agency) formed the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA"), a Joint Powers Authority ("JPA"); and,

WHEREAS, the SVBGSA is governed by an 11-member Board of Directors ("SVBGSA Board"), with Directors appointed by specific members of the JPA; and,

WHEREAS, the County Board of Supervisors is the appointing authority for seven Director positions on the SVBGSA Board: 1) one "Other GSA Eligible Entity" position; 2) four "Agricultural" positions representing the Eastside Sub-basin area, the Forebay Sub-basin area, the Pressure (180/400) Sub-basin area, and the Upper Valley Sub-basin area; 3) one "Environment" position; and 4) one "Public Member" position; and,

WHEREAS, each Director position has a Primary and an Alternate Director; and,

WHEREAS, the permanent SVBGSA Board was established effective July 1, 2017, with two Agricultural Directors positions (representing the Eastside and Upper Valley) and the Public Director position given initial two-year terms, expiring on June 30, 2019, and thereafter three-year terms to create staggered terms for the entire Board of Directors; and,

WHEREAS, the current terms of the Forebay and 180/400 Directors Agricultural Directors, and the Environmental Director, expire on June 30, 2026, but the current Directors continue to serve until they or their successors are appointed; and,

WHEREAS, the JPA agreement provides that the Agricultural Association nominates persons for these Agricultural Director positions, to be confirmed by the County Board of Supervisors; and,

WHEREAS, the Association has nominated Steve McIntyre as Primary Director for the Forebay Subbasin, Jerry Lohr as Alternate Director for the Forebay Subbasin, Ryan Kelly as Primary Director for the 180/400 Subbasin, and Robert Rodoni as Alternate Director for the 180/400 Subbasin; and

WHEREAS, the JPA agreement provides that the Monterey County Board of Supervisors appoints persons for the Environmental position, selecting from qualified applicants nominated by the Environmental Director Position Nominating Group, who have nominated Robin Lee to serve as the Primary Director and Janet Brennan as Alternate Director; and,

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

1. The above recitals are true and correct.

2. Steve McIntyre is hereby appointed as the Primary Director to the Forebay Director position, for a term ending June 30, 2029.

3. Jerry Lohr is hereby appointed as the Alternate Director to the Forebay Director position, for a term ending June 30, 2029.

4. Ryan Kelly is hereby appointed as the Primary Director to the 180/400 Director position, representing the 180/400 subbasin, for a term ending June 30, 2029.

5. Robert Rodoni is hereby appointed as the Alternate Director to the 180/400 Director position, representing the 180/400 subbasin, for a term ending June 30, 2029.

6. Robin Lee is hereby appointed as the Primary Director to the Environment Director position for a term ending June 30, 2029.

7. Janet Brennan is hereby appointed as the Alternate Director to the Environment Director position, for a term ending June 30, 2029.

8. The Clerk of the Board is directed to notify the Members of the SVBGSA and its Board of Directors of the updates to Environment Director Position Nominating Group.

9. Staff is authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this Resolution.

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

April 20, 2026

Monterey County Board of Supervisors
168 W. Alisal Street
Salinas, CA 93901

Subject: Request to Amend Exhibit F of the SVBGSA Joint Powers Agreement – Update to Environmental Nominating Group

Dear Chair and Members of the Board:

On behalf of the Environmental Caucus associated with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), we respectfully request that the Monterey County Board of Supervisors, as the Appointing Authority, approve updates to Exhibit F of the SVBGSA Joint Exercise of Powers Agreement (JPA) related to the Environment Director Position Nominating Group. Pursuant to Section 6.5(g) of the JPA, modifications to the composition of the nominating group may be made with notification to the Appointing Authority, including both the addition and removal of participating entities. Consistent with these provisions, the Environmental Caucus requests the following updates:

1. Addition of Central Coast Wetlands and Elkhorn Slough Foundation
In accordance with Section 6.5(g)(vii), the Caucus supports inclusion of both Central Coast Wetlands and the Elkhorn Slough Foundation in Exhibit F. These organizations bring strong regional expertise in watershed management, habitat restoration, estuarine systems, and water quality protection. Their work is closely aligned with SGMA objectives and the mission of SVBGSA, particularly in protecting environmental beneficial uses and understanding groundwater–surface water interactions. Their participation will strengthen the diversity, technical depth, and regional representation of the Environmental Nominating Group.

2. Removal of The Nature Conservancy
In accordance with Section 6.5(g)(vi), the Caucus requests removal of The Nature Conservancy from Exhibit F. Despite multiple attempts, the Caucus has been unable to reach or engage the organization in the nominating group process. As a result, their continued inclusion does not reflect active participation in the caucus.

These updates will help ensure that the Environmental Nominating Group remains active, engaged, and representative of organizations contributing to groundwater sustainability efforts in the Salinas Valley.

Accordingly, we respectfully request that the Board acknowledge these changes and direct that Exhibit F of the SVBGSA JPA be updated to (1) add Central Coast Wetlands and Elkhorn Slough Foundation and (2) remove The Nature Conservancy.

We appreciate your consideration and continued support of effective and inclusive governance of the SVBGSA.

Sincerely,

Janet Brennan
On behalf of Environmental Caucus

cc: SVBGSA Board of Directors
SVBGSA Staff

June 10, 2026

Monterey County Board of Supervisors
168 W. Alisal Street
Salinas, CA 93901

Subject: Request to Amend Exhibit F of the SVBGSA Joint Powers Agreement – Update to Environmental Nominating Group

Dear Chair and Members of the Board:

On behalf of the Environmental Caucus associated with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), we respectfully request that the Monterey County Board of Supervisors, as the Appointing Authority, approve this update to Exhibit F of the SVBGSA Joint Exercise of Powers Agreement (JPA) related to the Environment Director Position Nominating Group. Pursuant to Section 6.5(g) of the JPA, modifications to the composition of the nominating group may be made with notification to the Appointing Authority, including the removal of participating entities. Consistent with these provisions, the Environmental Caucus requests the following update:

1. Removal of Friends and Neighbors of Elkhorn Slough
In accordance with Section 6.5(g)(vi), the Caucus requests removal of Friends and Neighbors of Elkhorn Slough from Exhibit F. This entity has let the Caucus know they no longer have the time to participate. As a result, their continued inclusion does not reflect active participation in the caucus.

These updates will help ensure that the Environmental Nominating Group remains active, engaged, and representative of organizations contributing to groundwater sustainability efforts in the Salinas Valley. Accordingly, we respectfully request that the Board acknowledge these changes and direct that Exhibit F of the SVBGSA JPA be updated to remove Friends and Neighbors of Elkhorn Slough.

We appreciate your consideration and continued support of effective and inclusive governance of the SVBGSA.

Sincerely,

Janet Brennan
On behalf of Environmental Caucus

cc: SVBGSA Board of Directors
SVBGSA Staff

County of Monterey

Board Report

Legistar File Number: APP 26-066

Item No.5

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

June 16, 2026

Introduced: 4/24/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Melanie Rhodes to the Juvenile Justice Coordinating Council (JJCC) representing Behavioral Health as the Behavioral Health Services Director with a term ending at the pleasure of the board. (Nominated by the Juvenile Justice Coordinating Council)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Chief Probation Officer, Jose Ramirez (Chair of the JJCC)

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: June 16, 2026

Appointment to the Juvenile Justice Coordinating Council (JJCC) as per Welfare and Institutions Code (WIC 749.22)

Nominated by JJCC Chair, Chief Probation Officer, Jose Ramirez

Representing Behavioral Heatlh

Nominated Appointee:

Name: Melanie Rhodes, Behavioral Health Director, Health Department, Monterey County

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☒ New Appointment

Replacing Member: MARNI SANDOVAL (Retirement)

☐ 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: Pleasure of the Board

Start Date: 6/16/2026 Expiration Date: **Pleasure of the Board**

Melanie Rhodes, LMFT, LPCC, CCISM is the Behavioral Health Bureau Chief / Director of Behavioral Health for the County of Monterey. Prior to her appointment to the position of Interim Bureau Chief December 2024 and Bureau Chief May 2025, she served as a Deputy Director of Behavioral Health overseeing Access to Treatment, Adult, Crisis, and Justice Involved Services for 3 ½ years.

Melanie started her career with the County of Monterey Health Department Behavioral Health Bureau in 2005 as a Psychiatric Social Worker with the Adult System of Care (ASOC) in the Salinas region working on a multi-disciplinary team serving those with severe mental illness as well as those with co-occurring mental health and substance use disorder conditions. She was promoted to Unit Supervisor in ASOC Salinas in 2007 and then to Forensic Services Program Manager in 2016. As the Forensic Services Program Manager, she has been responsible for overseeing the provision of adult justice involved services including Therapeutic Justice / Collaborative Court Programs, Misdemeanor Incompetent to Stand Trial, Mental Health Diversion, and AB109. She successfully launched Mobile Crisis Services in Monterey County in 2015 and played a pivotal role in the expansion of Countywide Mobile Crisis Services to 24/7/365 as of December 31, 2023.

As the Behavioral Health liaison with the county jail, parole, public safety, and law enforcement, Melanie has also coordinated the Behavioral Health Specialty Teams since 2015. Specifically, the Hostage/Crisis Negotiation Team, Critical Incident Stress Management (CISM) Team and the Crisis Intervention Team (CIT). She is a Certified CIT Coordinator by CIT International and has been the Behavioral Health coordinator and facilitator of the 40-hour CIT Academy in Monterey County since 2015. Melanie is a trainer for behavioral health and first responder personnel in the areas of mental health, crisis intervention, safety, self-care, verbal intervention and de-escalation. She has also been certified as an approved instructor through the Crisis Prevention Institute, Mental Health First Aid USA, and the International Critical Incident Stress Foundation, and has provided training to over 1000 personnel in behavioral health, emergency public safety and community agencies.

Melanie is recognized as a CSAC Credentialed Senior Executive by the William “Bill” Chiat Institute for Excellence in County Government. She serves on the Judicial Council of California Collaborative Justice Courts Advisory Committee, appointed to a three-year term effective September 15, 2023, and also serves on the Mental Health Sub-

Committee. She is a licensed clinician with over 26 years of experience working with those impacted by severe mental illness and co-occurring conditions in a public mental health / behavioral health setting. She is passionate about advocating for those with severe mental illness and substance use disorder conditions, seeking to eliminate stigma, break down barriers, engage stakeholders and collaborate within and across systems so individuals and families can access needed services, support and treatment that is strength-based and trauma-informed in a timely, equitable and humanistic manner.

County of Monterey

Board Report

Legistar File Number: APP 26-075

Item No.6

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

June 16, 2026

Introduced: 6/4/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Crystel Hernandez to the San Ardo Cemetery District as a Primary Representative with a term end date of March 31, 2030. (Nominated By 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, June 16, 2026

Appointment to the San Ardo Cemetery District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Crystel Hernandez**

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: Patrick Dossche

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: **6/16/2026** Expiration Date: **3/31/2030**

CRYSTEL HERNANDEZ

CONTACT

[redacted]

EDUCATION

King City High School
2006 - 2010

Hartnell College
2011 - 2014

CORE SKILLS

Administrative & Operations

- Scheduling & calendar coordination
- Record keeping & data entry
- Invoicing & financial transactions
- Inventory management

Leadership & Customer Service

- Staff training & supervision
- Client relations & conflict resolution
- Professional communication
- Bilingual (English/Spanish)

Clinical Support

- Diagnostic testing & sample collection
- X-rays & imaging support
- IV catheter placement
- Medication & vaccine administration

PROFILE

Practice manager and Veterinary Assistant with 13 years of experience overseeing daily operations, client services and record management in a fast-paced clinical setting. Proven ability to lead staff, coordinate schedules, maintain accurate records and provide compassionate veterinary service to the public. Bilingual in English and Spanish with a strong commitment to professionalism, organization and community service.

WORK EXPERIENCE

King City Veterinary Clinic

PRACTICE MANAGER AND VETERINARY ASSISTANT

2012 - Present

- Oversee daily operations for a clinic serving 20+ clients with their pets per day, including scheduling, staff coordination and workflow management.
- Maintain accurate records and ensure compliance with administrative procedures.
- Manage client accounts, invoicing and financial transactions.
- Train and supervise staff, supporting a productive and professional work environment.
- Provide compassionate client communication during sensitive and emotional situations.
- Assist in clinical procedures, diagnostics and patient care as needed.

San Ardo School

TEACHER'S AIDE

2010

- Assisted with classroom organization, materials, and student support.
- Helped maintain a structured and respectful learning environment

Crystel Hernandez

PO Box 33
San Ardo, CA 93450
831-710-3704
crystelghernandez@gmail.com

April 16th, 2026

District 3-Supervisor Chris Lopez
1011 Broadway St. Suite C
King City, CA 93930
Phone: (831) 755-5033
District3@countyofmonterey.gov

Dear Supervisor Lopez,

I am writing to express my interest in the opportunity to serve the San Ardo Cemetery District. As a Veterinary Practice Manager with over 13 years of experience in operations, administration and client relations, I bring a strong foundation in organization, leadership and compassionate service.

In my current role, I oversee daily operations, including scheduling, record management, financial transactions and staff coordination. I am trusted to handle sensitive situations with professionalism and care ensuring that clients feel supported and respected during important and often emotional moments. My experience has strengthened my attention to detail, accountability and ability to maintain organized and efficient systems.

I am especially motivated by the opportunity to contribute to my local community in a meaningful way. I understand the importance of maintaining dignity, respect and accuracy in cemetery operations and I would be honored to support the responsibilities of the San Ardo Cemetery District with integrity and dedication.

Thank you for your time and consideration. I welcome the opportunity to further discuss how my experience and skills can serve the needs of the district.

Sincerely,

Crystel Hernandez

County of Monterey

Board Report

Legistar File Number: APP 26-080

Item No.7

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

June 16, 2026

Introduced: 6/5/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Patty Padilla Salsberg to the Commission on the Status of Women representing District 1 as a Primary Representative with a term end date of February 1, 2029, (District Specific - District 1, Supervisor Alejo)

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

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

To: Clerk of the Board's Office

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

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 06/23/2026

Appointment to the Commission On The Status Of Women

Nominated Appointee: Patty Padilla Salsberg

Nominated by: District 1, Supervisor Alejo

Representing: District 1

Reason for Nomination:

- (•) New Term
  Replacing Member: N/A
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 06/16/2026 Term End Date: 02/01/2029

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

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

Commission On The Status Of Women Application

Patty Padilla Salsberg

District: 1
Initialed Application: Yes

Applicant

First Name: **Patty**
Middle Initial:
Last Name: **Padilla Salsberg**

Employment

Occupation: **Union Representative**
Job Title: **Labor Relations Representative**
Employer: **CSEA**

Interests and Experiences

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

Yes

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

Yes

Has served on an advisory group before?

Yes

Please tell us about yourself and why you want serve:

I'm currently a Labor Relations Representative I currently represent school employees I'm very interested in serving my community in this capacity I have been active in the community and see the need of uncovering women's needs and also I would like the opportunity to assist women to their full potential

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

Being on the commission will give me first hand resources that are desperately needed for a woman

How did you hear about the position?:

Facebook

County of Monterey

Board Report

Legistar File Number: APP 26-081

Item No.8

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

June 16, 2026

Introduced: 6/9/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Yadira Hobby to the Military & Veterans Affairs Advisory Commission representing District 1 as a Primary Representative with a term end date of June 16, 2028 (District Specific - District 1, Supervisor Alejo)

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

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

To: Clerk of the Board's Office

From: Office of Monterey County Supervisor Luis

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 06/23/2026

Appointment to the Military & Veterans Affairs Advisory Commission

Nominated Appointee: Yadira Hobby

Nominated by: District 1 Supervisor Luis Alejo

Representing: District 1

Reason for Nomination:

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

Term:

Start Date: 06/16/2026 Term End Date: 06/16/2028

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
F: (831) 755-5888
cob@countyofmonterey.gov

Military & Veterans Affairs Advisory Commission Application

Yadira Hobby

District: 1
Initialed Application: Yes

Applicant

First Name: **Yadira**
Middle Initial:
Last Name: **Hobby**

Employment

Occupation: **Fundraiser**
Job Title: **Director of Philanthropy**
Employer: **Natividad Medical Foundation**

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

Military & Veterans Affairs Advisory Commission

Has served on an advisory group before?

Yes

Please tell us about yourself and why you want serve:

I am a U.S. Navy veteran and over the past two years have served on the Military & Veterans Affairs Advisory Commission, I have had the opportunity to work alongside fellow commissioners, veteran-serving organizations, and community leaders to help strengthen support, recognition, and resources for veterans and their families. Professionally, I'm the Director of Philanthropy for Natividad Medical Foundation. Outside of my professional role, I volunteer with several veteran-focused organizations, including the Salinas Hometown Heroes Banner Program, the American Legion, the Monterey County Vietnam Veterans Memorial Committee, and local efforts that promote military appreciation, veteran recognition, and

community engagement. I am seeking reappointment because I believe the Commission plays an important role in ensuring that veterans' voices are heard and that local government remains engaged in addressing the needs of those who have served.

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

I would like to continue serving on the Military & Veterans Affairs Advisory Commission because I am passionate about ensuring that veterans, service members, and their families have a voice in local government and access to the resources and recognition they deserve. As a veteran, I understand the importance of community support and the challenges many veterans face after military service. Over the past two years on the Commission, I have developed a greater understanding of the needs within our local veteran community and the opportunities to strengthen collaboration among government agencies, veteran-serving organizations, and community partners. I believe there is still important work to be done to improve awareness of available services, recognize military service, and foster greater engagement with veterans throughout Monterey County.

How did you hear about the position?:

Supervisor Luis Alejo

County of Monterey

Board Report

Legistar File Number: OBM 26-086

Item No.9

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

June 16, 2026

Introduced: 2/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-087

Item No.10

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

June 16, 2026

Introduced: 2/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 6/9/2026 **Current Status:** Scheduled AM

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

a. Receive an update on community and stakeholder support regarding a potential real estate transfer tax affecting ultra-high-value residential properties in unincorporated areas; and
b. Provide direction to staff on whether to move forward with developing a tax measure for potential placement on a future ballot.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update on community and stakeholder support regarding a potential real estate transfer tax affecting ultra-high-value residential properties in the unincorporated area; and
b. Provide direction to staff on whether to move forward with developing a tax measure for potential placement on a future ballot.

SUMMARY/DISCUSSION:
On March 17, 2026, the Board reviewed the first follow-up report for Board Referral No. 2026.01 (Daniels), which requested staff to analyze the feasibility of a special real estate transfer tax (PTT) applied to transactions involving ultra-high-value residential properties. The discussion addressed:

- Considering a $10 million threshold, with a possible adjustment to $5 million;
- An initial assessment of market impacts, policy framework, and legal requirements; and
- Instructions to return with further analysis.

On April 7, 2026, staff presented a broadened evaluation including alternative thresholds, revenue estimates, experiences from similar jurisdictions, and suggestions to conduct public opinion polling for a potential Property Transfer Tax (PTT). The Board approved funding for a community survey and scheduled to return on June 9, 2026, to share results.

On June 9, 2026, the Board reviewed the survey findings, which showed limited support for a special PTT, starting at approximately 51 percent, short of the two-thirds majority required under state law. While support rose slightly after additional information was provided, it never reached the necessary two-thirds level. Survey responses ranged from the low to high 50s during the polling period, indicating that even with improved messaging, passing the PTT as a special tax would likely be difficult. The survey focused on a 3% property transfer tax for single family residences valued over $10 million in the unincorporated area.

The Board directed that the issue should return for consideration on June 16, 2026, to assess community stakeholder support or opposition and discuss the possibility of advancing the item as a

general tax, which would require approval by a simple majority vote (50% plus one).

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

FINANCING:
The Property Transfer Tax is estimated to generate approximately $5 million annually.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

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

Introduced: 6/9/2026 **Current Status:** Agenda Ready

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

a. Receive an update on community and stakeholder support regarding a potential real estate transfer tax affecting ultra-high-value residential properties in unincorporated areas; and
b. Provide direction to staff on whether to move forward with developing a tax measure for potential placement on a future ballot.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update on community and stakeholder support regarding a potential real estate transfer tax affecting ultra-high-value residential properties in the unincorporated area; and
b. Provide direction to staff on whether to move forward with developing a tax measure for potential placement on a future ballot.

SUMMARY/DISCUSSION:
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- An initial assessment of market impacts, policy framework, and legal requirements; and
- Instructions to return with further analysis.

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general tax, which would require approval by a simple majority vote (50% plus one).

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

FINANCING:
The Property Transfer Tax is estimated to generate approximately $5 million annually.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

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

Introduced: 6/8/2026 **Current Status:** Agenda Ready

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

a. Adopt a resolution approving the Fiscal Year (FY) 2026-27 Budget for the County of Monterey, incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board of Supervisors at May 27, 2026, Budget Hearing;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A and B, to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D;
c. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and
d. Adopt the Maximum Filled Full-Time Equivalency Policy effective July 1, 2026, as described in Attachment E.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution:
a. Receive a presentation from the Sheriff-Coroner's Office regarding staffing trends and departmental funding as requested by the Board of Supervisors during May 27, 2026, Budget Hearing (Attachment B).
b. Approve the Fiscal Year (FY) 2026-27 Budget for the County of Monterey, incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board of Supervisors at May 27, 2026, Budget Hearing as indicated in Attachment A;
c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A and B, to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D;
d. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and
e. Adopt and implement the Maximum Filled Full-Time Equivalency (FTE) Policy to establish the allowable maximum filled FTE by department, effective July 1, 2026, as described in Attachment E.

SUMMARY:
The County Administrative Office (CAO) presented the FY 2026-27 Recommended Budget to the Board of Supervisors at the Budget Hearings on May 27, 2026. The Board approved several modifications and directed the CAO to incorporate related changes in the budget for adoption on June 16, 2026. Budget Hearing modifications are detailed in Attachment A and Exhibit 1. The budget also

contains corrections as detailed in Attachment C and Exhibit 1.

The Human Resources Department (HRD) completed base wage compensation studies for the Recommended Budget. Attachment D outlines the classifications found to be below the market of the County's comparable agencies; therefore, it is recommended that the salary ranges be amended.

DISCUSSION:
The FY 2026-27 Budget for all funds governed by the Board of Supervisors, and by the Board of Supervisors acting as the Board of Directors of individual special districts and Successor Agencies, totals $2,346,498,487. Total financing includes $2,281,019,141 in revenues and $65,479,346 in fund balance use. The County's FY 2026-27 Adopted Budget will provide 5,709.3 full-time equivalent (FTE) positions (Exhibit 1). The Adopted Budget details are included in the FY 2026-27 Recommended Budget presented at Budget Hearings on May 27, 2026, and in the attachments to this report. The Board of Supervisors, acting as the Board of Directors of individual special districts and Successor Agencies, will consider related budgets, included in the above totals, for adoption during individually convened hearings on June 16, 2026, as appropriate.

General Fund appropriations total $1,024,198,448 offset by revenues of $991,315,574 and fund balance use of $32,882,874. The General Fund budget provides for 3,446.75 FTEs.

The Adopted Budget includes a contribution to the Road Fund of $10,037,154, representing a 25% allocation from the Transient Occupancy Tax (TOT) revenue.

The Adopted Budget utilizes an additional $1,070,400 in Measure AA revenues, an additional $1,331,279 in unassigned fund balance, and reduces the appropriation for Contingencies by $75,000 to support board modifications directed at the Budget Hearing on May 27, 2026. The modifications include the restoration of 6.5 FTEs. Additionally, the Board authorized the use of $1,000,000 of Building and Improvement Replacement funds to support unscheduled maintenance to county-owned facilities.

The CAO recognizes that the adoption of the State's FY 2026-27 Budget and federal budgetary changes could impact county operations. The CAO closely monitors the County's revenue and expenditure conditions to identify emerging issues and potential impacts that may require additional Board action. In addition, pending negotiations with labor groups could also impact the FY 2026-27 budget. To manage workforce costs during FY 2026-27, the CAO will discontinue operating the Hiring Freeze Policy initiated in October 2024 and replace it with a Maximum Filled Full-Time Equivalency (FTE) Policy as reflected in Attachment E. County staff will provide continued oversight and regularly report to the Board of Supervisors regarding emerging federal, state, and local matters that may affect the County's budget. As issues arise and their impacts are identified and quantified, staff will develop, present, and make recommendations to the Board. These actions are intended to ensure the County maintains a balanced budget throughout the fiscal year and to proactively address any potential challenges or necessary adjustments.

The Human Resources Department (HRD) contracted with independent firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP, and Regional Government Services

(RGS) to conduct multiple base wage studies, while others were conducted internally. As a result, several classifications/series were found to be below the market of the County's comparable agencies. Effective FY 2024-25, HRD, in partnership with the CAO, implemented a new process for aligning the implementation of completed base wage compensation studies with the County's budget adoption process. Therefore, HRD recommends adopting a resolution to amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A, to adjust the base wage salary ranges and effective dates for classifications below market as indicated in Attachment D.

OTHER AGENCY INVOLVEMENT:
All County offices and departments participate in developing the annual budget. At the close of the Budget Hearing on May 27, 2026, the CAO - Budget and Analysis Division, Auditor-Controller's Office, and HRD initiated collaborative efforts to ensure that all components of the FY 2026-27 Adopted Budget are programmed in the countywide enterprise budget, payroll, accounting, and human resources position tracking systems for accurate and timely implementation on July 1, 2026.

FINANCING:
The FY 2026-27 Adopted Budget reflects the FY 2026-27 Recommended Budget and changes directed by the Board of Supervisors during the Budget Hearing held on May 27, 2026. The FY 2026-27 Budget is balanced and meets all requirements for adoption and implementation effective July 1, 2026.

Prepared by: Patricia Hasan, Principal Administrative Analyst, ext. 5091

Reviewed by: Deja Sero, County Budget Director, ext. 6870

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

Attachments:
FY 2026-27 Adopted Budget Resolution
Attachment A - Board of Supervisors Modifications to the FY 2026-27 Recommended Budget
Attachment B - Board-directed Follow-up and Pending Budget Issues for the FY 2026-27 Adopted Budget
Attachment C - Technical Corrections to the FY 2026-27 Recommended Budget
Attachment D - Base Wage Adjustments Hourly Salary Table
Attachment E - Maximum Filled Full-Time Equivalency Policy for FY 2026-27 Adopted Budget
Exhibit 1 - FY 2026-27 Adopted Positions

Introduced: 6/8/2026 **Current Status:** Agenda Ready

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

a. Adopt a resolution approving the Fiscal Year (FY) 2026-27 Budget for the County of Monterey, incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board of Supervisors at May 27, 2026, Budget Hearing;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A and B, to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D;
c. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and
d. Adopt the Maximum Filled Full-Time Equivalency Policy effective July 1, 2026, as described in Attachment E.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution:
a. Receive a presentation from the Sheriff-Coroner's Office regarding staffing trends and departmental funding as requested by the Board of Supervisors during May 27, 2026, Budget Hearing (Attachment B).
b. Approve the Fiscal Year (FY) 2026-27 Budget for the County of Monterey, incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board of Supervisors at May 27, 2026, Budget Hearing as indicated in Attachment A;
c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A and B, to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D;
d. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and
e. Adopt and implement the Maximum Filled Full-Time Equivalency (FTE) Policy to establish the allowable maximum filled FTE by department, effective July 1, 2026, as described in Attachment E.

SUMMARY:
The County Administrative Office (CAO) presented the FY 2026-27 Recommended Budget to the Board of Supervisors at the Budget Hearings on May 27, 2026. The Board approved several modifications and directed the CAO to incorporate related changes in the budget for adoption on June 16, 2026. Budget Hearing modifications are detailed in Attachment A and Exhibit 1. The budget also contains corrections as detailed in Attachment C and Exhibit 1.

The Human Resources Department (HRD) completed base wage compensation studies for the Recommended Budget. Attachment D outlines the classifications found to be below the market of the County's comparable agencies; therefore, it is recommended that the salary ranges be amended.

DISCUSSION:
The FY 2026-27 Budget for all funds governed by the Board of Supervisors, and by the Board of Supervisors acting as the Board of Directors of individual special districts and Successor Agencies, totals $2,346,498,487. Total financing includes $2,281,019,141 in revenues and $65,479,346 in fund balance use. The County's FY 2026-27 Adopted Budget will provide 5,709.3 full-time equivalent (FTE) positions (Exhibit 1). The Adopted Budget details are included in the FY 2026-27 Recommended Budget presented at Budget Hearings on May 27, 2026, and in the attachments to this report. The Board of Supervisors, acting as the Board of Directors of individual special districts and Successor Agencies, will consider related budgets, included in the above totals, for adoption during individually convened hearings on June 16, 2026, as appropriate.

General Fund appropriations total $1,024,198,448 offset by revenues of $991,315,574 and fund balance use of $32,882,874. The General Fund budget provides for 3,446.75 FTEs.

The Adopted Budget includes a contribution to the Road Fund of $10,037,154, representing a 25% allocation from the Transient Occupancy Tax (TOT) revenue.

The Adopted Budget utilizes an additional $1,070,400 in Measure AA revenues, an additional $1,331,279 in unassigned fund balance, and reduces the appropriation for Contingencies by $75,000 to support board modifications directed at the Budget Hearing on May 27, 2026. The modifications include the restoration of 6.5 FTEs. Additionally, the Board authorized the use of $1,000,000 of Building and Improvement Replacement funds to support unscheduled maintenance to county-owned facilities.

The CAO recognizes that the adoption of the State's FY 2026-27 Budget and federal budgetary changes could impact county operations. The CAO closely monitors the County's revenue and expenditure conditions to identify emerging issues and potential impacts that may require additional Board action. In addition, pending negotiations with labor groups could also impact the FY 2026-27 budget. To manage workforce costs during FY 2026-27, the CAO will discontinue operating the Hiring Freeze Policy initiated in October 2024 and replace it with a Maximum Filled Full-Time Equivalency (FTE) Policy as reflected in Attachment E. County staff will provide continued oversight and regularly report to the Board of Supervisors regarding emerging federal, state, and local matters that may affect the County's budget. As issues arise and their impacts are identified and quantified, staff will develop, present, and make recommendations to the Board. These actions are intended to ensure the County maintains a balanced budget throughout the fiscal year and to proactively address any potential challenges or necessary adjustments.

The Human Resources Department (HRD) contracted with independent firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP, and Regional Government Services (RGS) to conduct multiple base wage studies, while others were conducted internally. As a result, several classifications/series were found to be below the market of the County's comparable agencies.

Effective FY 2024-25, HRD, in partnership with the CAO, implemented a new process for aligning the implementation of completed base wage compensation studies with the County's budget adoption process. Therefore, HRD recommends adopting a resolution to amend Personnel Policies and Practices Resolution (PPPR) No. 98-394, Appendix A, to adjust the base wage salary ranges and effective dates for classifications below market as indicated in Attachment D.

OTHER AGENCY INVOLVEMENT:
All County offices and departments participate in developing the annual budget. At the close of the Budget Hearing on May 27, 2026, the CAO - Budget and Analysis Division, Auditor-Controller's Office, and HRD initiated collaborative efforts to ensure that all components of the FY 2026-27 Adopted Budget are programmed in the countywide enterprise budget, payroll, accounting, and human resources position tracking systems for accurate and timely implementation on July 1, 2026.

FINANCING:
The FY 2026-27 Adopted Budget reflects the FY 2026-27 Recommended Budget and changes directed by the Board of Supervisors during the Budget Hearing held on May 27, 2026. The FY 2026-27 Budget is balanced and meets all requirements for adoption and implementation effective July 1, 2026.

Prepared by: Patricia Hasan, Principal Administrative Analyst, ext. 5091

Reviewed by: Deja Sero, County Budget Director, ext. 6870

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

Attachments:
FY 2026-27 Adopted Budget Resolution
Attachment A - Board of Supervisors Modifications to the FY 2026-27 Recommended Budget
Attachment B - Board-directed Follow-up and Pending Budget Issues for the FY 2026-27 Adopted Budget
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Exhibit 1 - FY 2026-27 Adopted Positions

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

Resolution No.: _____)
Adopt a resolution:)
a. Approving the Fiscal Year (FY) 2026-27 Budget for the County of Monterey incorporating the FY 2026-27 Recommended Budget, which includes the County's General Financial Policies, adjustments for clerical errors, and additional modifications directed by the Board at the May 27, 2026, Budget Hearing; and)
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary ranges of multiple classifications/series effective July 11, 2026, as indicated in Attachment D; and)
c. Direct the Human Resources Department and Auditor-Controller to implement the base wage changes in the Advantage Human Resources Management (HRM) System; and,)
d. Adopt the Maximum Filled Full-Time Equivalency (FTE) Policy in replacement of the Hiring Freeze Exemption Policy effective July 1, 2026, as indicated in Attachment E……)

WHEREAS, Sections 29088-29092 of the Government Code of the State of California provide that the Board of Supervisors of each county shall adopt, by resolution, the budget; and

WHEREAS, after giving due notice as required by law, the Board of Supervisors held Public Hearings for the purpose of developing the Adopted Budget for the County of Monterey for FY 2026-27; and

WHEREAS, at said Public Hearing held on May 27, 2026, the Board of Supervisors heard all requests for the increase, decrease, or other alteration of the 2026-27 Recommended Budget as prepared by the County Administrative Officer, and in consideration thereof has decided upon all revisions of said Recommended Budget which it deems advisable; and

WHEREAS, the record of such decisions is in final form in the possession of, and will be published by the Monterey County Auditor-Controller; and

WHEREAS, the minimum requirements as set forth in Section 29089 of the Government Code of the State of California have been met in the budget document; and

WHEREAS, Section 29090 of the Government Code of the State of California permits the adoption of the budget by reference to the financing uses in the budget as finally determined; and

WHEREAS, on April 7, 2026, the Board of Supervisors held the FY 2026-27 Budget Workshop and provided direction to minimize impacts to employees and County services; and

WHEREAS, the Human Resources Department contracted with independent consulting firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP, and Regional Government Services (RGS) to conduct multiple base wage studies in addition to conducting several studies internally; and

WHEREAS, the results of the base wage studies determined that multiple classifications/series were below the market of the County's comparable agencies; and

WHEREAS, the Board of Supervisors previously approved the phased implementation of base wage adjustments for classifications receiving a phased two (2) year implementation and phased four (4) year implementation; and

WHEREAS, the County desires to implement the final installment of the approved two (2) year phased implementation and the next installment of the approved four (4) year phased implementation, effective July 11, 2026, as indicated in Attachment D.

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

1. The FY 2026-27 Budget for the County of Monterey, including the County's General Financial Policies, and incorporating the FY 2026-27 Recommended Budget presented at its May 27, 2026, Budget Hearings, including modifications approved by the Board at said Public Hearings, as detailed in Attachment A and Exhibit 1, and corrections as detailed in Attachment C and Exhibit 1, and by reference attached hereto and incorporated herein, is hereby approved and adopted.
2. The FY 2026-27 Recommended Budget as received and approved with modifications by the Board during the Public Hearings, and as officially submitted by the County Administrative Officer to the Auditor-Controller, with said revised budget for the County of Monterey is hereby approved and adopted by reference as the Adopted Budget for the 2026-27 Fiscal Year for the County of Monterey.
3. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary ranges of multiple classifications/series, are hereby amended, effective July 11, 2026, as indicated in Attachment D.
4. The Human Resources Department and Auditor-Controller are directed to implement the base wage changes in the Advantage Human Resources Management (HRM) System.
5. The Maximum Filled Full-Time Equivalency (FTE) Policy to establish the maximum filled FTE by individual department is hereby approved and adopted effective July 1, 2026, as indicated in Attachment E.

PASSED AND ADOPTED on this 16th day of June 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Dated:

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

By_____
Deputy

ATTACHMENT A
May 27, 2026, Budget Hearings
Board of Supervisors Modifications to the Fiscal Year 2026-27 Recommended Budget

The items listed below were directed by the Board of Supervisors (Board) as modifications to the Fiscal Year (FY) 2025-26 Recommended Budget during the May 28, 2025, Budget Hearings.

Strategic Reserve Contribution

1. Authorize and direct the County Administrative Office (1001-105001) to assign $2,632,652 from Unassigned Fund Balance (BSA 30001) and release $2,500,000 from the Compensated Absences Assignment (BSA 30020) to the Strategic Commitment Assignment (BSA 30175).

Emergency Operations Center Reserve

2. Authorize and direct the County Administrative Office to create a Balance Sheet Account (BSA) within the General Fund to establish an Emergency Operations Reserve, capitalized by a $500,000 release of funds from the Compensated Absences Assignment (BSA 30020).

3. Increase appropriations in the Department of Emergency Management (1001-104002) by $500,000 for use of Emergency Operations Reserve funds during a proclamation of local emergency, funded by a release of funds as needed from the newly created Emergency Operations Reserve BSA.

County Administrative Office – Homeless Encampment Outreach

4. Increase appropriations in the County Administrative Office (1001-105008) by $250,000 for Homelessness Services to provide encampment outreach in the unincorporated areas of the County, funded by an intrafund reimbursement of Measure AA revenues.

Workforce Development Board – Filled Positions

5. Increase appropriations in the County Administrative Office (1001-105014) by $198,476 to conduct a transfer out to the Workforce Development Board Fund (1290) to support filled positions, funded by Unassigned Fund Balance.

6. Increase revenues and appropriations in the County Administrative Office – Workforce Development Board (1290-105028) by $198,476 to restore one filled Workforce Investment Board Employment Programs Representative II position and fund one-quarter of a filled Workforce Investment Board Employment Programs Supervisor position, funded by a transfer in from the General Fund (1001-105014).

Auditor-Controller's Office – Restore Vacant Position

7. Increase appropriations in the Auditor-Controller's Office (1001-111004) by $230,148 to restore one vacant Enterprise Resource Planning (ERP) Business Analyst position, funded by Unassigned Fund Balance.

Public Defender – Trial and Legal Services

8. Increase appropriations in Public Defender (1001-227002) by $125,000 to fund ancillary trial related expenses, funded by Unassigned Fund Balance.

9. Increase appropriations in Public Defender (1001-227002) by $125,000 to fund immigration-related legal services, funded by Unassigned Fund Balance.

Sheriff-Coroner's Office – Expanded Code Enforcement

10. Increase appropriations in the Sheriff-Coroner's Office (1001-230005) by $400,000 to fund supplement deputy assignments for code enforcement efforts, funded by Unassigned Fund Balance.

Housing and Community Development – Planning Elements

11. Increase appropriations in Housing and Community Development (1001-310002) by $500,000 to fund continued efforts on the Chualar Community Plan, funded by an intrafund reimbursement of Measure AA revenues.

12. Increase appropriations in Housing and Community Development (1001-310002) by $300,000 to fund continued efforts on the General Plan Housing and Safety Element Update, funded by an intrafund reimbursement of Measure AA revenues.

Public Works, Facilities and Parks – Maintenance and Operations

13. Increase revenues and appropriations in Public Works, Facilities and Parks (1001-320002) by $1,000,000 to fund unscheduled facility maintenance, funded by a transfer in from the Building Improvement and Replacement Fund (2205).

14. Increase appropriations in Public Works, Facilities and Parks (1001-320002) by $20,400 to fund installation of security systems at the Pajaro Library and the Agricultural Commissioner's Offices, funded by an intrafund reimbursement of Measure AA revenues.

15. Increase appropriations in Public Works, Facilities and Parks (1001-320010) by $150,000 to fund unscheduled maintenance on the Fort Ord open space, funded by Unassigned Fund Balance.

16. Increase appropriations in Public Works, Facilities and Parks (1001-320011) by $40,425 to restore Rifle Range operations, funded by Unassigned Fund Balance.

Public Work, Facilities and Parks – Proposition 218 Election Loans

17. Increase appropriations in the County Administrative Office (1001-105014) by $75,000 to conduct transfers out to the CSA #17 Rancho Tierra Granda Fund (1407), the CSA #44 Corral De Tierra Oaks Fund (1423), and the San Jerardo Co Sanitation District Fund (1525) to provide loans for Proposition 218 elections, funded by a reduction of $75,000 to the appropriation for Contingencies (1001-105011).

18. Increase revenues and appropriations in Public Works, Facilities and Parks (1407-320025) by $20,000 to provide a loan to fund a necessary Proposition 218 election in County Service Area (CSA) 17 – Rancho Tierra Granda to establish a property-related assessment that will be used to fund active services within the CSA, funded by a transfer in from the General Fund (1001-105014).

19. Increase revenues and appropriations in Public Works, Facilities and Parks (1423-320041) by $25,000 to provide a loan to fund a necessary Proposition 218 election in County Service Area (CSA) 44 – Corral De Tierra Oaks to establish a property-related assessment that will be used to fund appropriate levels of service within the CSA, funded by a transfer in from the General Fund (1001-105014).

20. Increase revenues and appropriations in Public Works, Facilities and Parks (1525-320065) by $30,000 to provide a loan to fund a necessary Proposition 218 election in Boronda County Sanitation District (BCSD) – Zone 2 San Jerardo Water System to establish service charges necessary to fund operations and maintenance of the water system, funded by a transfer in from the General Fund (1001-105014).

Health Department – Animal Services

21. Increase appropriations in the Health Department (1001-400018) by $62,230 to fund the County's spay and neuter clinics, funded by Unassigned Fund Balance.

22. Restore 1.0 vacant Management Analyst I position, 0.5 vacant Registered Veterinary Technician, 1.0 vacant Senior Animal Care Technician, and 2.0 vacant Office Assistant II positions in Health (1001-400018), to remain unfunded.

ATTACHMENT B
May 27, 2026, Budget Hearings
Board-directed Follow-up and Pending Budget Issues
For the Fiscal Year 2026-27 Adopted Budget

The Board of Supervisors considered additional funding requests for Fiscal Year (FY) 2026-27 expenditures and requested follow-up reports and discussion on several funding requests to more thoroughly understand the nature and scope of the issues, impacts, and availability of potential financing options. Board-directed follow-up issues and actions include:

1. Health Department – The Board requested additional information on the Behavioral Health Services Act (BHSA) funding impacts. The following information is requested to be brought to the Board:
    a. Of the 21 providers, which provide services directly to the community?
    b. How many providers have found alternative funding?
    c. What alternative funding is available and what can be provided by the Health Department?
    d. Community Foundation of Monterey County has provided funding to some providers; which providers were selected and how were they chosen?

2. Sheriff-Coroner's Office – The Board requested additional information on the Deputy Operations staffing trend and alternative models for how the office is funded, to be brought to the Board for review on June 16th.

3. Sheriff-Coroner's Office and County Administrative Office – The Board requested additional information on the State Criminal Alien Assistance Program (SCAAP) contract, the amount of federal funding received annually through the contract, and whether there are alternative funding opportunities that would allow the Sheriff-Coroner's Office to end the SCAAP contract and retain necessary funding for staffing.

ATTACHMENT C
May 27, 2026, Budget Hearings
Technical Corrections to the Fiscal Year 2026-27 Recommended Budget

The items listed below are technical corrections to the Fiscal Year (FY) 2026-27 Recommended Budget due to changes in policy and incorrect system information.

1. Increase the authorized FTE count by 1 FTE and increase appropriations by $185,547 in the Sheriff-Coroner's Office (1001-230005) for an existing and filled Deputy Sheriff Operations position that is missing in the authorized FTE amount, funded by Unassigned Fund Balance.

2. Increase the authorized FTE count by 1 FTE in the Department of Emergency Management (1001-104001) for a new Emergency Services Planner position that is missing in the authorized FTE amount, funded by California Fire Safe Council grant revenue.

3. In the Treasurer-Tax Collector (1001-117001), increase the authorized FTE count by 1 FTE for a new Accounting Technician position and decrease the authorized FTE count by 1 to remove a Senior Account Clerk position for an authorized reallocation that has already occurred but was not included in the Recommended Budget; there is no impact to appropriations.

Attachment D - Base Wage Adjustments Hourly Salary Table

Final base wage increase effective July 11, 2026 for two (2) year phased implementation.

Class Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
39B20	DEPUTY COUNTY COUNSEL I	50.535	53.314	56.246	59.340	62.603	65.733	69.020
39B21	DEPUTY COUNTY COUNSEL II	60.521	63.850	67.361	71.066	74.974	78.723	82.659
39B22	DEPUTY COUNTY COUNSEL III	74.323	78.410	82.722	87.272	92.072	96.675	101.509
39B23	DEPUTY COUNTY COUNSEL IV	92.926	98.036	103.428	109.116	115.117	120.873	126.917
39D01	DEPUTY DISTRICT ATTORNEY I	50.535	53.314	56.246	59.340	62.603	65.733	69.020
39D11	DEPUTY DISTRICT ATTORNEY II	60.521	63.850	67.361	71.066	74.974	78.723	82.659
39D21	DEPUTY DISTRICT ATTORNEY III	74.323	78.410	82.722	87.272	92.072	96.675	101.509
39D31	DEPUTY DISTRICT ATTORNEY IV	92.926	98.036	103.428	109.116	115.117	120.873	126.917
39P01	DEPUTY PUBLIC DEFENDER I	50.535	53.314	56.246	59.340	62.603	65.733	69.020
39P11	DEPUTY PUBLIC DEFENDER II	60.521	63.850	67.361	71.066	74.974	78.723	82.659
39P21	DEPUTY PUBLIC DEFENDER III	74.323	78.410	82.722	87.272	92.072	96.675	101.509
39P31	DEPUTY PUBLIC DEFENDER IV	92.926	98.036	103.428	109.116	115.117	120.873	126.917

Base wage increase effective July 11, 2026 for next installment of four (4) year phased implementation.

Class Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
11A01	ADMINISTRATIVE OFFICER	146.947	155.029	163.555	172.550	182.040	191.142	200.699
34C01	ANIMAL CONTROL OFFICER	26.846	28.322	29.880	31.523	33.257	34.920	36.666
34C02	SENIOR ANIMAL CONTROL OFFICER	30.267	31.931	33.687	35.540	37.495	39.370	41.338
11B01	ASSESSOR-COUNTY CLERK-RECORDER	135.606	135.606	135.606	135.606	135.606	135.606	135.606
11A33	ASSISTANT COUNTY COUNSEL	105.929	111.755	117.901	124.385	131.226	137.788	144.677
12A04	ASSISTANT DISTRICT ATTORNEY	103.883	109.596	115.624	121.982	128.691	135.126	141.882
12C04	ASSISTANT LIBRARY DIRECTOR	65.865	69.487	73.308	77.340	81.594	85.673	89.957
12C11	ASSISTANT PUBLIC DEFENDER	103.883	109.596	115.624	121.982	128.691	135.126	141.882
10B02	AUDITOR-CONTROLLER	135.606	135.606	135.606	135.606	135.606	135.606	135.606
80E83	BOARD OF SUPERVISORS CLERK	28.359	29.918	31.564	33.300	35.131	36.888	38.732
80E84	SENIOR BOARD OF SUPERVISORS CLERK	29.951	31.598	33.336	35.170	37.104	38.959	40.907
74E01	BRIDGE MAINTENANCE HELPER	24.135	25.462	26.862	28.340	29.898	31.393	32.963
74E11	BRIDGE MAINTENANCE WORKER	26.534	27.993	29.533	31.157	32.871	34.514	36.240
74E31	SENIOR BRIDGE MAINTENANCE WORKER	29.614	31.242	32.961	34.773	36.686	38.520	40.446
74E80	ASSISTANT BRIDGE SUPERINTENDENT	33.824	35.685	37.647	39.718	41.902	43.997	46.197
74E81	BRIDGE SUPERINTENDENT	44.737	47.197	49.793	52.531	55.420	58.191	61.101
72A23	BUILDING MAINTENANCE WORKER	29.088	30.688	32.375	34.156	36.034	37.836	39.728
72A29	SENIOR BUILDING MAINTENANCE WORKER	31.982	33.740	35.596	37.554	39.619	41.600	43.680
72A81	BUILDING MAINTENANCE SUPERVISOR	37.139	39.182	41.336	43.610	46.008	48.309	50.724
43J04	DEPARTMENTAL INFORMATION SYSTEMS SPECIALIST	29.396	31.013	32.719	34.518	36.416	38.237	40.149
43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	34.724	36.634	38.649	40.774	43.017	45.168	47.426
43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	39.582	41.759	44.056	46.479	49.035	51.487	54.061
43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	45.520	48.024	50.665	53.451	56.391	59.210	62.171
16C86	BUSINESS TECHNOLOGY ANALYST I	39.710	41.894	44.198	46.629	49.194	51.653	54.236
16C87	BUSINESS TECHNOLOGY ANALYST II	43.247	45.625	48.135	50.782	53.575	56.253	59.066
16C88	BUSINESS TECHNOLOGY ANLYST III	47.778	50.405	53.177	56.102	59.187	62.147	65.254
16C93	BUSINESS TECHNOLOGY ANLYST IV	52.550	55.440	58.489	61.706	65.099	68.354	71.772
14E01	BUYER I	28.389	29.951	31.598	33.336	35.169	36.928	38.774
14E20	BUYER II	33.806	35.665	37.627	39.696	41.879	43.973	46.172
12E01	CHIEF ASSISTANT COUNTY ADMINISTRATIVE OFFICER	120.415	127.038	134.025	141.396	149.172	156.630	164.462
12C39	CHIEF ASSISTANT COUNTY COUNSEL	110.236	116.299	122.695	129.443	136.561	143.390	150.559
12A03	CHIEF ASSISTANT DISTRICT ATTORNEY	109.275	115.285	121.625	128.315	135.371	142.140	149.247
12A06	CHIEF ASSISTANT PUBLIC DEFENDER	112.881	119.089	125.638	132.548	139.838	146.830	154.171
39A47	CHIEF CHILD SUPPORT ATTORNEY	95.457	100.707	106.245	112.089	118.253	124.166	130.374
39B25	CHIEF DEPUTY COUNTY COUNSEL	99.035	104.482	110.228	116.290	122.686	128.820	135.261
39D32	CHIEF DEPUTY DISTRICT ATTORNEY	97.054	102.391	108.023	113.964	120.231	126.243	132.555
39P35	CHIEF DEPUTY PUBLIC DEFENDER	97.054	102.391	108.023	113.964	120.231	126.243	132.555
12E18	CHIEF INFORMATION OFFICER	109.382	115.398	121.744	128.440	135.504	142.279	149.393
11A06	CHIEF PROBATION OFFICER	96.200	101.491	107.073	112.961	119.174	125.132	131.389
39D33	CHILD SUPPORT ATTORNEY I	51.637	54.477	57.473	60.634	63.968	67.167	70.525
39D34	CHILD SUPPORT ATTORNEY II	62.010	65.421	69.019	72.814	76.819	80.660	84.693
39D35	CHILD SUPPORT ATTORNEY III	74.134	78.212	82.513	87.051	91.839	96.430	101.252
39D36	CHILD SUPPORT ATTORNEY IV	88.861	93.748	98.904	104.343	110.082	115.586	121.365
25C20	CHILD SUPPORT OFFICER I	23.831	25.142	26.524	27.983	29.522	30.998	32.548

Attachment D - Base Wage Adjustments Hourly Salary Table

Base wage increase effective July 11, 2026 for next installment of four (4) year phased implementation.

Class Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
25C23	CHILD SUPPORT OFFICER II	28.968	30.561	32.242	34.015	35.886	37.680	39.564
25C24	CHILD SUPPORT OFFICER III	31.295	33.017	34.832	36.748	38.769	40.708	42.743
25C82	SUPERVISING CHILD SUPPORT OFFICER	34.838	36.754	38.775	40.908	43.157	45.315	47.581
11A30	CLERK OF THE BOARD OF SUPERVISORS	74.041	78.114	82.410	86.942	91.723	96.310	101.125
60A21	CLINICAL PSYCHOLOGIST	52.504	55.391	58.438	61.652	65.042	68.294	71.709
80S01	EMERGENCY COMMUNICATIONS DISPATCHER I	32.979	34.793	36.707	38.726	40.855	42.898	45.043
80S21	EMERGENCY COMMUNICATIONS DISPATCHER II	38.127	40.224	42.436	44.770	47.232	49.593	52.073
80S22	EMERGENCY COMMUNICATIONS SUPERVISING DISPATCHER	42.548	44.888	47.356	49.961	52.708	55.344	58.111
80S26	EMERGENCY COMMUNICATIONS OPERATIONS COORDINATOR	46.813	49.388	52.104	54.970	57.993	60.892	63.937
60X01	COMMUNITY AFFILIATION MANAGER	51.455	54.285	57.271	60.420	63.743	66.930	70.277
70N10	CORRECTIONS FACILITY SUPPORT SPECIALIST	29.088	30.688	32.375	34.156	36.034	37.836	39.728
72A40	SENIOR CORRECTIONS FACILITY SUPPORT SPECIALIST	31.982	33.740	35.596	37.554	39.619	41.600	43.680
80I07	CORRECTIONS SPECIALIST	25.848	27.270	28.769	30.352	32.021	33.622	35.303
80I08	SENIOR CORRECTIONS SPECIALIST	27.704	29.228	30.835	32.531	34.320	36.036	37.838
11A04	COUNTY COUNSEL	126.944	133.926	141.291	149.062	157.260	165.123	173.379
68A40	COUNTY PARK RANGER I	31.495	33.228	35.055	36.983	39.017	40.968	43.016
68A41	COUNTY PARK RANGER II	34.244	36.127	38.114	40.210	42.422	44.543	46.770
68A42	COUNTY PARK RANGER III	37.625	39.694	41.877	44.181	46.610	48.941	51.388
68A43	COUNTY PARK RANGER SUPERVISOR	42.328	44.656	47.112	49.703	52.436	55.058	57.811
34H24	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR I	34.701	36.609	38.623	40.747	42.988	45.137	47.394
34H34	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR II	36.657	38.673	40.800	43.044	45.411	47.682	50.066
36A26	DEPUTY SHERIFF-CORRECTIONS RECRUIT	40.368	40.368	40.368	40.368	40.368	40.368	40.368
36E21	DEPUTY SHERIFF-CORRECTIONS	46.867	49.444	52.164	55.032	58.059	60.962	64.010
14A26	DIRECTOR OF EMERGENCY COMMUNICATIONS	81.620	86.109	90.845	95.841	101.112	106.168	111.476
11A13	DIRECTOR OF EMERGENCY MANAGEMENT	80.588	85.020	89.696	94.629	99.833	104.825	110.066
11A12	DIRECTOR OF PUBLIC WORKS, FACILITIES AND PARKS	106.943	112.825	119.030	125.576	132.483	139.107	146.062
12C38	DIRECTOR OF SOCIAL SERVICES	107.782	113.710	119.964	126.562	133.522	140.198	147.208
10B04	DISTRICT ATTORNEY	175.073	175.073	175.073	175.073	175.073	175.073	175.073
34A20	DISTRICT ATTORNEY INVESTIGATOR I	48.081	50.726	53.515	56.459	59.564	62.542	65.669
34A21	DISTRICT ATTORNEY INVESTIGATOR II	52.876	55.784	58.852	62.088	65.503	68.778	72.217
34A22	DISTRICT ATTORNEY INVESTIGATOR III	60.440	63.764	67.271	70.970	74.873	78.617	82.548
70F10	FLEET PARTS COORDINATOR	25.440	26.839	28.315	29.873	31.516	33.091	34.746
70F12	SENIOR FLEET PARTS COORDINATOR	28.250	29.803	31.442	33.172	34.996	36.746	38.583
70C21	GROUNDSKEEPER	27.209	28.706	30.284	31.950	33.707	35.392	37.162
70C20	SENIOR GROUNDSKEEPER	33.966	35.834	37.804	39.884	42.077	44.181	46.390
70C80	GROUNDS SUPERVISOR	39.560	41.736	44.031	46.453	49.008	51.458	54.031
50K19	HEALTH EDUCATION ASSISTANT	29.999	31.649	33.389	35.226	37.163	39.021	40.972
50K22	HEALTH EDUCATOR	37.928	40.014	42.215	44.537	46.986	49.335	51.802
50K23	SENIOR HEALTH EDUCATOR	40.273	42.488	44.825	47.290	49.891	52.386	55.005
50E21	LABORATORY HELPER	20.720	21.859	23.062	24.330	25.668	26.951	28.299
50E23	LABORATORY ASSISTANT	24.190	25.521	26.924	28.405	29.967	31.466	33.039
80B21	LEGAL SECRETARY I	24.396	25.738	27.153	28.647	30.222	31.733	33.320
80B22	LEGAL SECRETARY II	28.056	29.599	31.226	32.944	34.756	36.493	38.318
80B26	LEGAL SECRETARY III	30.997	32.701	34.500	36.397	38.399	40.319	42.335
80B24	SUPERVISING LEGAL SECRETARY	34.097	35.972	37.950	40.038	42.239	44.351	46.569
80C01	LIBRARY ASSISTANT I	20.426	21.549	22.734	23.984	25.303	26.569	27.897
80C21	LIBRARY ASSISTANT II	23.654	24.955	26.327	27.775	29.302	30.768	32.306
80C22	LIBRARY ASSISTANT III	26.651	28.117	29.663	31.295	33.016	34.667	36.400
11A05	LIBRARY DIRECTOR	83.547	88.141	92.989	98.103	103.498	108.673	114.107
72A24	MAINTENANCE PAINTER	35.324	37.267	39.316	41.478	43.760	45.948	48.245
80E90	MAINTENANCE YARD CLERK	22.389	23.620	24.919	26.289	27.735	29.122	30.578
14G02	MANAGEMENT ANALYST I	39.536	41.711	44.004	46.425	48.978	51.427	53.998
14C30	MANAGEMENT ANALYST II	45.459	47.960	50.597	53.380	56.316	59.131	62.088
14C31	MANAGEMENT ANALYST III	48.989	51.684	54.526	57.525	60.688	63.723	66.909
60U20	MILITARY & VETERAN AFFAIRS OFFICER	71.223	75.140	79.273	83.633	88.232	92.644	97.276
72B30	PARKS BUILDING & GROUNDS WORKER I	22.875	24.133	25.460	26.860	28.337	29.754	31.242
72B31	PARKS BUILDING & GROUNDS WORKER II	24.893	26.262	27.706	29.230	30.837	32.379	33.998
72B32	PARKS BUILDING & GROUNDS WORKER SUPERVISOR	27.383	28.889	30.477	32.154	33.922	35.618	37.399

Attachment D - Base Wage Adjustments Hourly Salary Table

Base wage increase effective July 11, 2026 for next installment of four (4) year phased implementation.

Class Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
60F02	PROBATION AIDE	24.583	25.935	27.361	28.866	30.454	31.976	33.575
11A18	PUBLIC DEFENDER	126.944	133.926	141.291	149.062	157.260	165.123	173.379
50C21	PUBLIC HEALTH MICROBIOLOGIST I	34.263	36.147	38.135	40.233	42.445	44.568	46.796
50C22	PUBLIC HEALTH MICROBIOLOGIST II	42.245	44.569	47.020	49.606	52.334	54.950	57.698
50C23	SENIOR PUBLIC HEALTH MICROBIOLOGIST	45.750	48.266	50.921	53.721	56.676	59.510	62.485
52E21	PUBLIC HEALTH NURSE I	48.226	50.879	53.677	56.629	59.743	62.730	65.867
52E22	PUBLIC HEALTH NURSE II	55.217	58.254	61.458	64.838	68.404	71.824	75.415
52E23	PUBLIC HEALTH NURSE III	58.615	61.839	65.240	68.828	72.613	76.244	80.056
52E80	SUPERVISING PUBLIC HEALTH NURSE	67.767	71.494	75.426	79.574	83.950	88.148	92.555
50L21	PUBLIC HEALTH NUTRITIONIST I	32.394	34.175	36.055	38.038	40.130	42.136	44.243
50L22	PUBLIC HEALTH NUTRITIONIST II	36.511	38.519	40.637	42.872	45.230	47.491	49.866
50L80	SUPERVISING PUBLIC HEALTH NUTRITIONIST	41.194	43.459	45.849	48.371	51.031	53.583	56.262
50M21	REGISTERED VETERINARY TECHNICIAN	24.720	26.079	27.514	29.027	30.623	32.154	33.762
11A20	REGISTRAR OF VOTERS	85.713	90.427	95.400	100.647	106.182	111.491	117.066
25A30	REVENUE OFFICER I	28.612	30.186	31.846	33.597	35.445	37.217	39.078
25A32	REVENUE OFFICER II	33.072	34.891	36.810	38.835	40.971	43.019	45.170
25A33	SUPERVISING REVENUE OFFICER	38.049	40.142	42.349	44.678	47.136	49.492	51.967
74D02	ROAD MAINTENANCE HELPER	24.135	25.462	26.862	28.340	29.898	31.393	32.963
74D12	ROAD MAINTENANCE WORKER	26.534	27.993	29.533	31.157	32.871	34.514	36.240
74D13	SENIOR ROAD MAINTENANCE WORKER	29.614	31.242	32.961	34.773	36.686	38.520	40.446
74D81	ASSISTANT ROAD SUPERINTENDENT	33.824	35.685	37.647	39.718	41.902	43.997	46.197
74D83	ROAD SUPERINTENDENT	44.737	47.197	49.793	52.531	55.420	58.191	61.101
80I15	SHERIFFS RECORDS SPECIALIST I	22.998	24.263	25.598	27.005	28.491	29.915	31.411
80I16	SHERIFFS RECORDS SPECIALIST II	25.529	26.933	28.414	29.977	31.625	33.207	34.867
80I17	SENIOR SHERIFFS RECORDS SPECIALIST	27.420	28.928	30.519	32.197	33.968	35.667	37.450
80I20	SHERIFFS RECORDS SUPERVISOR	30.709	32.398	34.180	36.059	38.043	39.945	41.942
70F23	STOREKEEPER	23.484	24.775	26.138	27.575	29.092	30.547	32.074
70F80	SENIOR STOREKEEPER	26.077	27.511	29.024	30.620	32.304	33.919	35.615
70F81	SUPERVISING STOREKEEPER	29.387	31.003	32.708	34.507	36.405	38.225	40.136
10B05	SHERIFF	159.134	159.134	159.134	159.134	159.134	159.134	159.134
36A82	SHERIFFS COMMANDER	68.592	72.364	76.344	80.543	84.972	89.221	93.682
36A23	SHERIFFS SERGEANT	58.600	61.823	65.223	68.810	72.594	76.224	80.035
74I01	TRAFFIC MAINTENANCE HELPER	24.135	25.462	26.862	28.340	29.898	31.393	32.963
74I11	TRAFFIC MAINTENANCE WORKER	26.534	27.993	29.533	31.157	32.871	34.514	36.240
74I15	SENIOR TRAFFIC MAINTENANCE WORKER	29.614	31.242	32.961	34.773	36.686	38.520	40.446
74I25	TRAFFIC MAINTENANCE SUPERINTENDENT	44.737	47.197	49.793	52.531	55.420	58.191	61.101
10B06	TREASURER-TAX COLLECTOR	135.606	135.606	135.606	135.606	135.606	135.606	135.606
74G21	TREE TRIMMER	26.602	28.065	29.609	31.237	32.955	34.603	36.333
74G22	SENIOR TREE TRIMMER	30.092	31.747	33.493	35.335	37.278	39.142	41.099
14C85	WORKERS COMPENSATION MANAGER	53.974	56.942	60.074	63.378	66.863	70.207	73.717
50M80	VETERINARIAN	63.023	66.489	70.146	74.004	78.073	81.977	86.076
25C81	CHILD SUPPORT PERFORMANCE SPECIALIST	34.838	36.754	38.775	40.908	43.157	45.315	47.581
12E03	ASSISTANT COUNTY ADMINISTRATIVE OFFICER	104.011	109.731	115.766	122.133	128.850	135.292	142.057
25C17	CHILD SUPPORT ASSISTANT I	20.556	21.686	22.879	24.137	25.465	26.738	28.075
25C18	CHILD SUPPORT ASSISTANT II	25.470	26.870	28.348	29.907	31.552	33.130	34.786
60B23	BEHAVIORAL HEALTH UNIT SUPERVISOR	55.129	58.161	61.359	64.734	68.294	71.709	75.294
70C22	GROUNDSKEEPER-SB525	27.089	28.579	30.151	31.809	33.558	35.236	36.998
70C23	SENIOR GROUNDSKEEPER-SB525	33.819	35.679	37.642	39.712	41.896	43.990	46.190
70C81	GROUNDS SUPERVISOR-SB525	39.389	41.555	43.841	46.252	48.795	51.235	53.797
70F24	STOREKEEPER-SB525	23.712	25.016	26.391	27.843	29.374	30.843	32.385
70F84	SENIOR STOREKEEPER-SB525	26.329	27.777	29.305	30.916	32.617	34.248	35.960
70F85	SUPERVISING STOREKEEPER-SB525	29.672	31.303	33.025	34.841	36.757	38.595	40.525
11A09	DIRECTOR OF HEALTH SERVICES	115.791	122.159	128.878	135.965	143.443	150.615	158.146
36A81	*SHERIFFS CAPTAIN	73.053	77.071	81.309	85.781	90.499	95.024	99.775
34A80	*DISTRICT ATTORNEY INVESTIGATIVE CAPTAIN	65.520	69.124	72.925	76.936	81.167	85.226	89.487
14C48	*PUBLIC HEALTH PROGRAM MANAGER II	67.828	71.559	75.494	79.646	84.026	88.228	92.639
74D84	*ROAD MAINTENANCE SUPERINTENDENT	47.317	49.919	52.665	55.561	58.617	61.548	64.625

**Increase is due to compression, not a base wage compensation study.*

County of Monterey Administrative Policy
Maximum Filled Full-Time Equivalency (FTE)

Countywide Workforce Growth Control Process

Document Owner	Human Resources Department (HRD) & County Administrative Office (CAO)	**Effective Date**	July 1, 2026, subject to Board approval
Process Name	Maximum Filled FTE	**SOP Version**	Draft v1.0
Applies To	Departments funded by the General Fund, directly, indirectly, fully, or partially	**Review Cycle**	Bi-monthly monitoring; annual budget reset
Primary Control Point	Total filled FTE by department	**Secondary Control Point**	General Fund salary and benefit exposure
Approving Authority	Board of Supervisors	**Operating Control**	Human Resources Department
Prepared For	Human Resources Department and CAO	**Prepared By**	Deja Sero, County Budget Director

Note: This SOP is a draft. Human Resources, County Counsel, and Board of Supervisors review should occur before full implementation.

1. Purpose

The purpose of this SOP is to establish a uniform, transparent, and auditable process for setting, monitoring, and adjusting each department's Maximum Filled FTE who receive general fund appropriations. The process is intended to replace the existing Soft Hiring Freeze with a Board-established maximum number of filled FTEs that each department may have at any point in time, while preserving department operational flexibility within the approved total. Additionally, the process is intended to control General Fund workforce growth, improve salary and benefit forecasting, and provide the Budget Committee and Board of Supervisors (Board) with regular information updates to make timely workforce and budget decisions.

2. Policy Statement

The Board of Supervisors establishes the maximum number of filled FTEs each applicable department is allowed to maintain at any time. The Human Resources Department (HRD) and the County Administrative Office (CAO) administer the control by department-level total filled FTE, not by individual job classification title. Departments retain discretion to decide which classifications or positions to fill, provided the department remains within its approved Maximum Filled FTE and complies with budget, classification, recruitment, applicable personnel policies and procedures, and funding requirements.

3. Scope

This SOP applies to all departments, offices, and agencies that receive General Fund support directly or indirectly. Natividad, Behavioral Health, Library, Road Fund, and Emergency Operations positions that are 100% funded by enterprise revenues, third-party revenues, grants, fees, reimbursements, or other non-General Fund sources are reviewed for informational and verification purposes but are not considered for reduction under the Maximum Filled FTE limitation unless directed by the Board or another applicable authority.

- The Maximum Filled FTE process does not eliminate the need for adopted appropriations, authorized positions, classification approval, recruitment approval, or funding verification.
- The Maximum Filled FTE amount is not the same as Authorized FTE. Authorized FTE is the budgeted position authority. Maximum Filled FTE is the maximum number of the Authorized FTEs that may be filled at any given time.
- Temporary staffing, Allocations on Loan, contract staffing, and overtime are outside the filled permanent FTE count unless the Board or CAO directs that they be reported as an offsetting workforce pressure or substitute labor cost.

4. Definitions

Term	Definition
Authorized FTE	The number of FTE positions authorized in the Adopted Budget, including any Board-approved budget modifications.
Filled FTE	A position or portion of a position occupied by an employee in the County's Human Capital Management (HCM) Human Resources Information System (HRIS) as of a point in time. For purposes of this policy, filled FTE is measured using the official HCM-HRIS of record.
Maximum Filled FTE	The Board-approved allowable maximum total filled FTE count a department may have at any point in time for positions subject to this control.
General Fund-supported FTE	Any FTE fully or partially funded by the General Fund, including positions indirectly supported by General Fund contribution, subsidy, match, backfill, or cost allocation.
Committed Hire	A recruitment action that has progressed to, a conditional offer of employment, a final offer of employment , or an offer of employment that has been accepted by the job candidate or other HR-confirmed commitment that should be considered when calculating available capacity.
Budgeted Salary Savings	The dollar amount and associated FTE included in the budget to reflect anticipated savings from vacancy, turnover, timing of hiring, or intentional holding of positions vacant.
Available Hiring Capacity	The difference between the approved Maximum Filled FTE and the department's current filled FTE after considering committed hires and any other encumbrances established by Human Resources.

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Adjustment	A Board-approved authorized change to a department's Maximum Filled FTE after initial adoption.
Exception	A CAO approved documented, time-sensitive request to temporarily fill above the approved Maximum Filled FTE or to treat a position differently from the standard control due to legal mandate, grant compliance, or revenue protection. An adjustment request to Maximum Filled FTE must follow all approved exceptions.

5. Guiding Principles

- Board authority: Department Maximum Filled FTE limits are established by the Board and may not be exceeded without required Board approval, unless authority is granted to CAO, and CAO approved exception.
- General Fund control: The process is targeted but not limited to General Fund workforce cost exposure.
- Operational flexibility: Departments may choose which positions to fill within their Maximum Filled FTE limits; the control is on total filled FTE, not by classification title.
- Equity and transparency: Departments receive a consistent review process, consistent data inputs, and an opportunity to request adjustments to established Maximum Filled FTE.
- Data-driven recommendations: Recommendations are based on maximum filled FTE history, current vacancies, salary and benefit costs, funding sources, budgeted salary savings, current job offers, current recruitments, and department justification.
- Continuous monitoring: The CAO provides recurring reports to the Budget Committee and Board that include employee costs and any recommended adjustments to department maximums.

6. Roles and Responsibilities

Role	Responsibilities
Board of Supervisors	Approves initial department Maximum Filled FTE amounts; considers recommended adjustments; provides policy direction on workforce controls and General Fund exposure.
Budget Committee	Receives bi-monthly monitoring reports from the CAO; reviews salary and employee benefit forecasts; reviews recommended adjustments to department maximums before Board action when applicable.
County Administrative Officer / CAO Executive Team	Provides executive direction; resolves policy issues; ensures the process aligns with Board direction and countywide fiscal strategy.
CAO Budget & Analysis Team	Leads the analytical review; collects department requests; validates budgeted salary savings, current vacancies, salary and benefit totals, and funding sources; prepares recommendations, Board reports/materials, and recurring reports.
Human Resources Department	Reviews hiring transactions against the approved department Maximum Filled FTE limit; verifies filled

	FTE counts using the HCM-HRIS; coordinates with CAO Budget & Analysis on position control data.
Department Heads / Elected Officials	Adhere to Board-approved Maximum Filled FTE limits and regularly assess department minimum filled FTE needed to maintain operations.
Finance Managers / Department Fiscal Staff	Implement controls and manage Maximum Filled FTE; assist department heads and elected officials with funding-source verification, salary and benefit projections, budgeted salary savings analysis, vacancy information, documentation for requested adjustments or exceptions, and prepare/assist with Board reports as required.

7. Procedure Overview

1. CAO Budget & Analysis compiles information necessary to report on a bi-monthly basis to the Budget Committee.
2. HRD maintains Maximum Filled FTE transaction control through review of current filled FTE.
3. Temporary staffing, allocations on loan (which are temporary in nature), contract staffing, and overtime are exempt from the Maximum Filled FTE limits.
4. Departments request adjustments through the Budget Committee and Board process when operating, fiscal, mandate, or funding conditions change.
5. Departments may request exemptions by submitting a request to the CAO. Once granted, the exception needs to accompany the transaction request when submitting to HRD in order to be processed. An adjustment request to Maximum Filled FTE must follow all approved exceptions.

8. Human Resources Transaction Control

Human Resources maintains the Maximum Filled FTE by department-level total filled FTE not by job classification unless a separate job classification-specific restriction exists. This allows departments to prioritize which positions are filled while maintaining the Board-approved Maximum Filled FTE limit.

8.1 Hiring Transaction Check

6. Department submits a Request for Referral to their Departmental HR Analyst, which could result in an action that would increase filled FTE.
7. Departmental HR Analyst verifies current filled FTE for the department using HCM
8. Departmental HR Analyst reviews committed hires and pending actions that are already approved and not yet reflected as filled FTE in the HCM.
9. Departmental HR Analyst determines whether the new action would keep the department at or below its approved Maximum Filled FTE.
10. If the department remains at or below the Board-approved Maximum Filled FTE, Departmental HR Analyst may proceed subject to normal HR, budget, classification, and funding requirements.
11. If the action would exceed the approved maximum, Departmental HR Analyst notifies the department that the action would exceed the approved maximum. .

    10.a. The department may withdraw the action, identify an offsetting vacancy/separation, delay the hire, or request an exception/adjustment through the process in this SOP.

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8.2 Department Flexibility Within the Cap

- Departments may select which eligible positions to fill within their approved total filled FTE limit.
- The job classification does not control Maximum Filled FTE compliance unless the Board, CAO, HRD, or applicable law imposes a specific job classification requirement.
- Departments remain responsible for ensuring filled positions have budgeted appropriations and valid funding.
- Departments should prioritize legally mandated services, public safety, revenue protection, grant compliance, and Board-directed service levels when selecting positions to fill.

9. Exceptions and Adjustments

Exceptions and adjustments must be documented, limited to the need presented, and routed through the required approval path. The standard is that recurring or structural increases to Maximum Filled FTE require Board approval. Temporary operational exceptions may be considered only if authority has been delegated by Board action or CAO policy.

9.1 Grounds for Exception or Adjustment

- Board Resolution
- Declared public safety emergency
- Board-directed priority, new program, or service-level commitment approved after the initial Maximum Filled FTE was established.
- Approved augmentation, mid-year budget action, or adopted budget revision that changes staffing authority or funding.

9.2 Adjustment Request Contents for Budget Committee and Board Process

Adjustment requests will be submitted to the Budget Committee and/or Board through the standard Board Report process. Board reports must include the following information:

- Department name and requested action.
- Current approved Maximum Filled FTE, current filled FTE, job offers and **requested** filled FTE level.
- Hiring Salary Step(s), funding source(s), and General Fund exposure.
- Detailed explanation of why department cannot maintain status quo within the approved maximum.
- Three-year fiscal impact for salary, benefits, and any offsetting revenue or savings.
- Duration of request: on-going or one-time. For temporary or term limited provide duration of time requested
- Operational, legal, grant, revenue, public safety, or Board-policy impact if denied.
- Department head approval and finance manager verification.
- If a department is requesting Board authorization to modify their adopted authorized FTE, the department must also include a request to adjust their Max Filled FTE limit.

9.3 Exception Request Contents For CAO

Exception requests will be submitted to the CAO through a standardized form, which can be accessed here: . The form will require the following information:

- Department name and requested action.
- Current approved Maximum Filled FTE, current filled FTE, job offers and **requested** filled FTE level.
- Hiring Salary Step(s), funding source(s), and General Fund exposure.

- Detailed explanation of why department cannot maintain status quo within the approved maximum.
- Three-year fiscal impact for salary, benefits, and any offsetting revenue or savings.
- Duration of request: on-going or one-time. For temporary or term limited provide duration of time requested
- Operational, legal, grant, revenue, public safety, or Board-policy impact if denied.
- Department head approval and finance manager verification.

10. Monitoring and Reporting

The CAO will deliver bi-monthly reports to the Budget Committee after initial Board approval and implementation. Reports should be designed to support timely corrective action and transparent policy oversight.

10.1 Bi-Monthly Budget Committee Report Contents

- Approved Maximum Filled FTE by department.
- Current filled FTE by department.
- Available hiring capacity by department.
- Committed hires and pending actions not yet reflected in filled FTE.
- General Fund salary and employee benefit forecast by department.
- Budgeted salary savings versus projected actual savings.
- Departments at, above, or within a defined threshold of their approved maximum.
- Approved exceptions and pending adjustment requests.
- Recommendations for adjustments to maximum filled FTE by department, if warranted.
- Countywide fiscal impact summary and trend analysis.
- 10.2 Threshold Alerts Orange alert: Department is within one filled FTE of the approved maximum.
- Red alert: Department is at the approved maximum or a pending action would exceed the approved maximum.
- Exception alert: Department requests a hire above the approved maximum or identifies a material funding-source correction.

11. Records and Documentation

- Annual baseline data file, including source date and HCM extract date.
- Department request forms and supporting justification.
- Funding-source verification records.
- Budgeted salary savings analysis and FTE-equivalent calculation.
- CAO recommendation file and Board-approved Maximum Filled FTE table.
- Budget Committee reports and related supporting schedules.
- Board reports, resolutions, and adopted changes.
- Annual reconciliation and lessons learned for the following budget cycle.

12. Annual Operating Calendar

Timing	Activity	Primary Owner
Budget development cycle	Update historical filled FTE, authorized FTE, vacancy, salary	Budget & Analysis / HRD

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	savings, salary/benefit, and funding-source data.	
Prior to the Board's Budget Workshop	Departments review proposed baselines and submit requested Maximum Filled FTE and justification.	Departments
Board's Budget Workshop	CAO presents departments requested Maximum Filled FTE and justifications and initial CAO recommendations. Board provides policy direction to CAO.	CAO / Budget & Analysis Board of Supervisors
Prior to Budget Hearings	CAO incorporates Board policy direction and finalizes Recommended Maximum Filled FTE for individual departments for the coming budget year.	CAO / Budget & Analysis
Budget Hearings	CAO presents to the Board the Recommended Maximum Filled FTE for individual departments. Board provides authorized modification, as necessary.	CAO / Budget & Analysis Board of Supervisors
Prior to Board adoption/action	CAO finalizes Recommendations plus Board modifications, if any, resolves executive issues, and prepares Board materials.	CAO / Budget & Analysis
Budget adoption or separate Board action	Board approves department Maximum Filled FTE amounts and implementation authority.	Board of Supervisors
July 1 or approved effective date	HRD begins transaction review process.	HRD
Bi-monthly	CAO reports to Budget Committee on filled FTE, hiring capacity, salary and benefit forecasts, exceptions, and recommended adjustments.	CAO / Budget & Analysis
Mid-year / year-end	Reconcile actual experience to forecast and prepare recommendations for next budget cycle.	Budget & Analysis

14. Templates and Logs

- Exception / Adjustment Request Form.
- Funding Source Verification Worksheet.
- Bi-Monthly Budget Committee Reporting Template.
- Annual Reconciliation and Reset Worksheet.

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Appendix A – Department Maximum Filled Authorized FTE

Department	MAXIMUM FILLED Authorized FTE	Adopted Authorized FTE	Maximum Filled difference from Adopted
Agriculture Commissioner	**75.00**	75.00	-
Assessor-County Clerk-Recorder	**61.00**	65.00	(4.00)
Auditor-Controller	**46.50**	46.50	-
Board of Supervisors	**20.00**	20.00	-
Child Support Services	**70.00**	70.00	-
Civil Rights Office	**5.00**	5.00	-
Clerk of the Board	**6.00**	6.00	-
Cooperative Extension Service	**3.00**	3.00	-
County Administrative Office	**56.00**	61.00	(5.00)
County Counsel	**42.00**	42.00	-
Department of Emergency Management	**11.00**	11.00	-
District Attorney	**150.00**	157.00	(7.00)
Elections	**12.00**	12.00	-
Health (NO Behavioral or Public Health)	**519.00**	584.75	(65.75)
Health - Public Health Only	**161.00**	161.00	-
Housing and Community Development	**104.00**	107.00	(3.00)
Human Resources	**39.00**	39.00	-
Information Technology Department	**104.00**	107.00	(3.00)
Probation	**287.00**	298.00	(11.00)
Public Defender	**62.00**	64.00	(2.00)
Public Works, Facilities & Parks (NO Road Fund)	**138.00**	150.00	(12.00)
Sheriff-Coroner	**446.00**	446.00	-
Social Services	**820.00**	857.00	(37.00)
Treasurer-Tax Collector	**45.00**	49.00	(4.00)

Non-GFC Department Exemptions

Emergency Communications	74.00	74.00	-
Health - Behavioral Health	510.10	510.10	-
Library	66.70	66.70	-
Natividad	1,468.75	1,468.75	-
Road Fund	122.00	122.00	-

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Appendix B – Information required for maximum filled FTE increase request

Field	Required Information
Department / Office	Name of department or elected office.
Duration of Request	On-going or one-time, for temporary and term limited provide duration of time requested
Requested Maximum Filled FTE Authorization	Department's requested Maximum Filled FTE for the fiscal year.
Current Maximum Filled FTE Authorization	Current Maximum Filled FTE
Adopted/Modified Authorized FTE	Adopted/Modified authorized FTE.
Current Job Offers	Position, classification, FTE, funding, offer date, expected start date.
Current Recruitments	Position, classification, FTE, funding, recruitment stage, expected hire date.
100% Non-General Fund FTE	List positions/FTE and funding sources to be excluded from reductions.
Partially General Fund-supported FTE	List positions/FTE and General Fund percentage or dollar amount exposure.
Operational Justification	Succinct explanation of minimum filled FTE required to maintain operations.
Three-Year Salary and Benefit Funding Forecast	List the funding for position and impact to the budget for a minimum of three years.
Risk if Denied	Service, legal, public safety, revenue, grant, mandate, or Board-priority impact.
Department Certification	Department head or designee signature/date; finance manager verification.

Appendix C - Request for Referral

To fill a vacant position, the hiring department completes a Request for Referral by using the form or HR Tracking System and forwards it to the Departmental HR Analyst. The Departmental HR Analyst is responsible for completing the steps on section 8.1 of this SOP before any action (recruitment efforts, conditional offers, final offers, etc.) is taken to fill the vacant position.

Appendix D - Implementation Notes

- The process was communicated as a replacement for the Soft Hiring Freeze (established October 2024) beginning July 1, 2026, subject to Board approval.
- Departments were asked to submit final requested Maximum Filled FTE for FY 2026-27 and include current job offers, current recruitments, and third-party/locally funded FTEs.
- Budget & Analysis review included budgeted salary savings, current vacant positions, salary and benefit totals on General Fund only, and vacant position funding sources to establish recommended Maximum Filled FTE limits.
- The Human Resources Department was identified as the review point for maximum filled FTE, with review by total FTE only and no control on classification title.
- The rough process notes identify a Board-established maximum, a baseline using the highest number of filled FTEs in the past two years with department adjustments, department review, and bi-monthly CAO reports to the Budget Committee including salary/benefit forecasts and recommended adjustments.

Fiscal Year 2026-27 Adopted Budget
Countywide Position Summary

Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
BOS000	10A01	BOARD OF SUPERVISORS CHAIRMAN	1.00	1.00	1.00	-	-	-	1.00
BOS000	10A02	BOARD OF SUPERVISORS MEMBER	4.00	4.00	4.00	-	-	-	4.00
BOS000	14H02	BOARD OF SUPERVISORS POLICY ANALYST	10.00	10.00	10.00	-	-	-	10.00
BOS000	14H10	BOARD OF SUPERVISORS CHIEF OF STAFF	5.00	5.00	5.00	-	-	-	5.00
BOS000		**Total Board of Supervisors**	**20.00**	**20.00**	**20.00**	**-**	**-**	**-**	**20.00**
DEM000	11A13	DIRECTOR OF EMERGENCY MANAGEMENT	1.00	1.00	1.00	-	-	-	1.00
DEM000	14A25	EMERGENCY SERVICES MANAGER	2.00	2.00	2.00	-	-	-	2.00
DEM000	14C30	MANAGEMENT ANALYST II	2.00	1.00	-	(1.00)	-	-	-
DEM000	14C31	MANAGEMENT ANALYST III	-	1.00	1.00	-	-	-	1.00
DEM000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
DEM000	41G01	EMERGENCY SERVICES PLANNER	4.00	4.00	4.00	-	1.00	-	5.00
DEM000	80A33	ADMINISTRATIVE SECRETARY	1.00	1.00	1.00	-	-	-	1.00
DEM000		**Total Department of Emergency Management**	**11.00**	**11.00**	**10.00**	**(1.00)**	**1.00**	**-**	**11.00**
CAO000	11A01	ADMINISTRATIVE OFFICER	1.00	1.00	1.00	-	-	-	1.00
CAO000	12E01	CHIEF ASSISTANT COUNTY ADMINISTRATIVE OFFICER	1.00	1.00	1.00	-	-	-	1.00
CAO000	12E03	ASSISTANT COUNTY ADMINISTRATIVE OFFICER	2.00	2.00	2.00	-	-	-	2.00
CAO000	12E16	WIB EXECUTIVE DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
CAO000	14A23	PRINCIPAL ADMINISTRATIVE ANALYST	6.00	5.00	5.00	-	-	-	5.00
CAO000	14A24	COUNTY BUDGET DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
CAO000	14A28	COUNTY COMMUNICATIONS DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
CAO000	14C30	MANAGEMENT ANALYST II	6.00	6.00	7.00	1.00	-	-	7.00
CAO000	14C31	MANAGEMENT ANALYST III	8.00	8.00	5.00	(3.00)	-	-	5.00
CAO000	14C37	COUNTY MEDIA ANALYST	1.00	1.00	1.00	-	-	-	1.00
CAO000	14E20	BUYER II	3.00	3.00	-	(3.00)	-	-	-
CAO000	14G02	MANAGEMENT ANALYST I	3.00	3.00	2.00	(1.00)	-	-	2.00
CAO000	14M05	CANNABIS PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14M06	SUSTAINABILITY PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14M07	COMMUNITY ENGAGEMENT PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14M08	LEGISLATIVE PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14M12	ECONOMIC DEVELOPMENT MANAGER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14M25	COUNTY HOMELESS SERVICES DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
CAO000	14N35	CHIEF CONTRACTS AND PROCUREMENT OFFICER	1.00	1.00	1.00	-	-	-	1.00
CAO000	14Q01	DEPUTY CONTRACTS AND PROCUREMENT OFFICER I	-	-	2.00	2.00	-	-	2.00
CAO000	14Q11	DEPUTY CONTRACTS AND PROCUREMENT OFFICER II	-	-	2.00	2.00	-	-	2.00
CAO000	14Q21	SENIOR DEPUTY CONTRACTS AND PROCUREMENT OFFICER	-	-	3.00	3.00	-	-	3.00
CAO000	20B11	ACCOUNTANT II	2.00	2.00	2.00	-	-	-	2.00
CAO000	20B12	ACCOUNTANT III	1.00	1.00	1.00	-	-	-	1.00
CAO000	20B93	FINANCE MANAGER II	2.00	2.00	2.00	-	-	-	2.00
CAO000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
CAO000	60G21	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE II	3.00	3.00	2.00	(1.00)	-	1.00	3.00
CAO000	60G33	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE III	1.00	1.00	-	(1.00)	-	-	-
CAO000	60G43	WIB EMPLOYMENT PROGRAMS SUPERVISOR	-	-	1.00	1.00	-	-	1.00
CAO000	70F80	SENIOR STOREKEEPER	1.00	1.00	1.00	-	-	-	1.00
CAO000	80A32	SENIOR SECRETARY	4.00	4.00	4.00	-	-	-	4.00
CAO000	80A97	EXECUTIVE ASSISTANT TO ADMINISTRATIVE OFFICER	1.00	1.00	1.00	-	-	-	1.00
CAO000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	2.00	2.00	2.00	-	-	-	2.00
CAO000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
CAO000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
CAO000	99ZXX	ALLOCATION ON LOAN XX	17.00	17.00	17.00	-	-	-	17.00
CAO000		**Total County Administrative Office**	**78.00**	**77.00**	**77.00**	**-**	**-**	**1.00**	**78.00**
HRD000	11A07	DIRECTOR OF HUMAN RESOURCES	1.00	1.00	1.00	-	-	-	1.00
HRD000	12C37	ASSISTANT DIRECTOR OF HUMAN RESOURCES	2.00	2.00	2.00	-	-	-	2.00
HRD000	14B21	HUMAN RESOURCES ANALYST II	11.00	10.00	10.00	-	-	-	10.00
HRD000	14B28	SUPERVISING HUMAN RESOURCES ANALYST	2.00	2.00	1.00	(1.00)	-	-	1.00
HRD000	14B32	SENIOR HUMAN RESOURCES ANALYST	5.00	6.00	6.00	-	-	-	6.00
HRD000	14B60	EMPLOYEE BENEFITS TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
HRD000	14B62	EMPLOYEE BENEFITS ANALYST II	2.00	2.00	2.00	-	-	-	2.00
HRD000	14B63	EMPLOYEE BENEFITS ANALYST III	2.00	2.00	2.00	-	-	-	2.00
HRD000	14C30	MANAGEMENT ANALYST II	2.00	2.00	2.00	-	-	-	2.00
HRD000	14C31	MANAGEMENT ANALYST III	2.00	1.00	1.00	-	-	-	1.00
HRD000	14G02	MANAGEMENT ANALYST I	1.00	-	-	-	-	-	-
HRD000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	4.00	4.00	4.00	-	-	-	4.00
HRD000	14M60	HUMAN RESOURCES PROGRAM MANAGER I	-	1.00	1.00	-	-	-	1.00
HRD000	14M61	HUMAN RESOURCES PROGRAM MANAGER II	5.00	3.00	4.00	1.00	-	-	4.00
HRD000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
HRD000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
HRD000		**Total Human Resources**	**42.00**	**39.00**	**39.00**	**-**	**-**	**-**	**39.00**
CRO000	14B25	EQUAL OPPORTUNITY OFFICER	1.00	1.00	1.00	-	-	-	1.00
CRO000	14B49	SENIOR EQUAL OPPORTUNTY ANALYST	3.00	3.00	2.00	(1.00)	-	-	2.00
CRO000	14M60	HUMAN RESOURCES PROGRAM MANAGER I	-	-	1.00	1.00	-	-	1.00

Fiscal Year 2026-27 Adopted Budget
Countywide Position Summary

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CRO000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
CRO000		**Total Civil Rights Office**	**5.00**	**5.00**	**5.00**	**-**	**-**	**-**	**5.00**
AUD000	10B02	AUDITOR-CONTROLLER	1.00	1.00	1.00	-	-	-	1.00
AUD000	12A02	ASSISTANT AUDITOR-CONTROLLER	1.00	1.00	1.00	-	-	-	1.00
AUD000	14B32	SENIOR HUMAN RESOURCES ANALYST	.50	.50	.50	-	-	-	.50
AUD000	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	1.00	-	-	-	1.00
AUD000	14P32	ERP BUSINESS ANALYST	8.00	8.00	6.00	(2.00)	-	1.00	7.00
AUD000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
AUD000	20B21	ACCOUNTANT AUDITOR II	2.00	2.00	2.00	-	-	-	2.00
AUD000	20B22	ACCOUNTANT AUDITOR III	9.00	9.00	7.00	(2.00)	-	-	7.00
AUD000	20B24	AUDITOR-CONTROLLER ANALYST I	8.00	8.00	5.00	(3.00)	-	-	5.00
AUD000	20B25	AUDITOR-CONTROLLER ANALYST II	5.00	5.00	3.00	(2.00)	-	-	3.00
AUD000	20B31	INTERNAL AUDITOR II	1.00	1.00	1.00	-	-	-	1.00
AUD000	20B32	INTERNAL AUDITOR III	1.00	1.00	-	(1.00)	-	-	-
AUD000	20B97	CHIEF DEPUTY AUDITOR-CONTROLLER	4.00	4.00	3.00	(1.00)	-	-	3.00
AUD000	80J21	ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
AUD000	80J30	ACCOUNTING TECHNICIAN	5.00	5.00	5.00	-	-	-	5.00
AUD000	80J96	PAYROLL TECHNICIAN - CONFIDENTIAL	6.00	6.00	6.00	-	-	-	6.00
AUD000	80J97	SENIOR PAYROLL TECHNICIAN - CONFIDENTIAL	2.00	2.00	1.00	(1.00)	-	-	1.00
AUD000	80J98	SUPERVISING PAYROLL COORDINATOR-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
AUD000		**Total Auditor-Controller**	**57.50**	**57.50**	**45.50**	**(12.00)**	**-**	**1.00**	**46.50**
TRE000	10B06	TREASURER-TAX COLLECTOR	1.00	1.00	1.00	-	-	-	1.00
TRE000	12A24	ASSISTANT TREASURER-TAX COLLECTOR	1.00	1.00	1.00	-	-	-	1.00
TRE000	14C31	MANAGEMENT ANALYST III	3.00	3.00	3.00	-	-	-	3.00
TRE000	14C47	CHIEF DEPUTY TREASURER-TAX COLLECTOR	3.00	3.00	3.00	-	-	-	3.00
TRE000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
TRE000	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	1.00	-	-	-	1.00
TRE000	16C88	BUSINESS TECHNOLOGY ANLYST III	1.00	1.00	1.00	-	-	-	1.00
TRE000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
TRE000	20B11	ACCOUNTANT II	2.00	2.00	2.00	-	-	-	2.00
TRE000	20B12	ACCOUNTANT III	2.00	2.00	2.00	-	-	-	2.00
TRE000	20B41	TREASURY OFFICER II	3.00	3.00	3.00	-	-	-	3.00
TRE000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
TRE000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
TRE000	20B96	FINANCE SYSTEMS MANAGER	1.00	1.00	1.00	-	-	-	1.00
TRE000	25A32	REVENUE OFFICER II	9.00	9.00	9.00	-	-	-	9.00
TRE000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
TRE000	80J22	SENIOR ACCOUNT CLERK	10.00	10.00	10.00	-	(1.00)	-	9.00
TRE000	80J30	ACCOUNTING TECHNICIAN	7.00	7.00	7.00	-	1.00	-	8.00
TRE000		**Total Treasurer-Tax Collector**	**49.00**	**49.00**	**49.00**	**-**	**-**	**-**	**49.00**
ACR000	11B01	ASSESSOR-COUNTY CLERK-RECORDER	1.00	1.00	1.00	-	-	-	1.00
ACR000	12A05	ASSISTANT COUNTY CLERK-RECORDER	1.00	1.00	1.00	-	-	-	1.00
ACR000	12A15	ASSISTANT ASSESSOR-VALUATION	1.00	1.00	1.00	-	-	-	1.00
ACR000	14B32	SENIOR HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
ACR000	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	1.00	-	-	-	1.00
ACR000	14G02	MANAGEMENT ANALYST I	1.00	1.00	1.00	-	-	-	1.00
ACR000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
ACR000	14K45	AUDITOR APPRAISER MANAGER	1.00	1.00	1.00	-	-	-	1.00
ACR000	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	1.00	1.00	-	-	-	1.00
ACR000	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	1.00	1.00	1.00	-	-	-	1.00
ACR000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
ACR000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
ACR000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
ACR000	28A21	APPRAISER II	13.00	13.00	13.00	-	-	-	13.00
ACR000	28A22	APPRAISER III	5.00	5.00	5.00	-	-	-	5.00
ACR000	28A80	SUPERVISING APPRAISER	2.00	2.00	2.00	-	-	-	2.00
ACR000	28B21	AUDITOR-APPRAISER II	4.00	4.00	4.00	-	-	-	4.00
ACR000	28B22	AUDITOR-APPRAISER III	1.00	1.00	1.00	-	-	-	1.00
ACR000	43F80	SENIOR MAP DRAFTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
ACR000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
ACR000	80E21	OFFICE ASSISTANT II	7.00	7.00	7.00	-	-	-	7.00
ACR000	80E22	OFFICE ASSISTANT III	5.00	7.00	7.00	-	-	-	7.00
ACR000	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
ACR000	80E81	SUPERVISING OFFICE ASSISTANT I	2.00	2.00	2.00	-	-	-	2.00
ACR000	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	1.00	-	-	-	1.00
ACR000	80E92	RECORDER SERVICES SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
ACR000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
ACR000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
ACR000	80P22	PHOTOCOPYIST	2.00	-	-	-	-	-	-
ACR000	80R22	PROPERTY TRANSFER CLERK	3.00	3.00	3.00	-	-	-	3.00
ACR000	80R23	SENIOR PROPERTY TRANSFER CLERK	1.00	1.00	1.00	-	-	-	1.00
ACR000		**Total Assessor-County Clerk-Recorder**	**65.00**	**65.00**	**65.00**	**-**	**-**	**-**	**65.00**
COU000	11A04	COUNTY COUNSEL	1.00	1.00	1.00	-	-	-	1.00
COU000	12C38	ASSISTANT COUNTY COUNSEL	2.00	2.00	2.00	-	-	-	2.00
COU000	12C39	CHIEF ASSISTANT COUNTY COUNSEL	1.00	1.00	1.00	-	-	-	1.00
COU000	14B62	EMPLOYEE BENEFITS ANALYST II	1.00	-	-	-	-	-	-
COU000	14B63	EMPLOYEE BENEFITS ANALYST III	1.00	-	-	-	-	-	-
COU000	14B64	RISK MANAGER	1.00	1.00	1.00	-	-	-	1.00
COU000	14C30	MANAGEMENT ANALYST II	1.00	1.00	1.00	-	-	-	1.00
COU000	14C31	MANAGEMENT ANALYST III	2.00	2.00	2.00	-	-	-	2.00
COU000	14C32	SAFETY OFFICER	1.00	1.00	1.00	-	-	-	1.00
COU000	14C85	WORKERS COMPENSATION MANAGER	1.00	1.00	1.00	-	-	-	1.00

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Countywide Position Summary

Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
COU000	14C86	ERGONOMICS MANAGER	1.00	1.00	1.00	-	-	-	1.00
COU000	14D02	RISK MANAGEMENT ANALYST II	-	1.00	1.00	-	-	-	1.00
COU000	14D03	RISK MANAGEMENT ANALYST III	-	1.00	1.00	-	-	-	1.00
COU000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	1.00	-	-	-	1.00
COU000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
COU000	39B23	DEPUTY COUNTY COUNSEL IV	14.00	14.00	14.00	-	-	-	14.00
COU000	39B25	CHIEF DEPUTY COUNTY COUNSEL	3.00	3.00	3.00	-	-	-	3.00
COU000	74K50	SAFETY COORDINATOR/INVESTIGATOR	3.00	3.00	3.00	-	-	-	3.00
COU000	80A34	SENIOR SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
COU000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
COU000	80B26	LEGAL SECRETARY III	7.00	7.00	5.00	(2.00)	-	-	5.00
COU000	99ZWC	ALLOCATION ON LOAN WORK COMP	10.00	10.00	10.00	-	-	-	10.00
COU000		**Total County Counsel**	**54.00**	**54.00**	**52.00**	**(2.00)**	**-**	**-**	**52.00**
COB000	11A30	CLERK OF THE BOARD OF SUPERVISORS	1.00	1.00	1.00	-	-	-	1.00
COB000	14G02	MANAGEMENT ANALYST I	1.00	1.00	1.00	-	-	-	1.00
COB000	80E83	BOARD OF SUPERVISORS CLERK	3.00	4.00	4.00	-	-	-	4.00
COB000		**Total Clerk of the Board**	**5.00**	**6.00**	**6.00**	**-**	**-**	**-**	**6.00**
ELE000	11A20	REGISTRAR OF VOTERS	1.00	1.00	1.00	-	-	-	1.00
ELE000	12C14	ASSISTANT REGISTRAR OF VOTERS	1.00	1.00	1.00	-	-	-	1.00
ELE000	14C30	MANAGEMENT ANALYST II	1.00	1.00	1.00	-	-	-	1.00
ELE000	14J21	ELECTIONS SERVICES SPECIALIST II	2.00	2.00	2.00	-	-	-	2.00
ELE000	14M80	ELECTIONS PROGRAM MANAGER	4.00	4.00	4.00	-	-	-	4.00
ELE000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	1.00	-	-	-	1.00
ELE000	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	1.00	1.00	-	-	-	1.00
ELE000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
ELE000		**Total Elections**	**12.00**	**12.00**	**12.00**	**-**	**-**	**-**	**12.00**
EME000	12C42	ASSISTANT DIRECTOR OF EMERGENCY COMMUNICATIONS	1.00	1.00	1.00	-	-	-	1.00
EME000	14A26	DIRECTOR OF EMERGENCY COMMUNICATIONS	1.00	1.00	1.00	-	-	-	1.00
EME000	14C30	MANAGEMENT ANALYST II	-	-	1.00	1.00	-	-	1.00
EME000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	(1.00)	-	-	-
EME000	14M13	EMERGENCY COMMUNICATIONS MANAGER	3.00	3.00	3.00	-	-	-	3.00
EME000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
EME000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
EME000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
EME000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
EME000	80S21	COMMUNICATIONS DISPATCHER II	56.00	56.00	56.00	-	-	-	56.00
EME000	80S22	EMERGENCY COMMUNICATIONS SUPERVISING DISPATCHER	9.00	8.00	8.00	-	-	-	8.00
EME000	80S26	EMERGENCY COMMUNICATIONS OPERATIONS COORDINATOR	-	1.00	-	(1.00)	-	-	-
EME000		**Total Emergency Communication**	**75.00**	**75.00**	**74.00**	**(1.00)**	**-**	**-**	**74.00**
INF000	12C43	DEPUTY CHIEF INFORMATION OFFICER	2.00	2.00	2.00	-	-	-	2.00
INF000	12E18	CHIEF INFORMATION OFFICER	1.00	1.00	1.00	-	-	-	1.00
INF000	14B32	SENIOR HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
INF000	14C30	MANAGEMENT ANALYST II	2.00	2.00	2.00	-	-	-	2.00
INF000	14C31	MANAGEMENT ANALYST III	1.00	1.00	1.00	-	-	-	1.00
INF000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
INF000	14K52	CHIEF SECURITY OFFICER	1.00	1.00	1.00	-	-	-	1.00
INF000	14P20	INFORMATION TECHNOLOGY ARCHITECT	3.00	3.00	2.00	(1.00)	-	-	2.00
INF000	16C43	SOFTWARE ENGINEER I	1.00	1.00	1.00	-	-	-	1.00
INF000	16C44	SOFTWARE ENGINEER II	6.00	6.00	6.00	-	-	-	6.00
INF000	16C45	SOFTWARE ENGINEER III	17.00	17.00	16.00	(1.00)	-	-	16.00
INF000	16C54	INFORMATION TECHNOLOGY SYSTEMS ANALYST II	9.00	9.00	9.00	-	-	-	9.00
INF000	16C55	INFORMATION TECHNOLOGY SYSTEMS ANALYST III	19.00	19.00	19.00	-	-	-	19.00
INF000	16E25	INFORMATION TECHNOLOGY SECURITY ENGINEER III	2.00	2.00	3.00	1.00	-	-	3.00
INF000	16G24	GIS ANALYST II	1.00	1.00	-	(1.00)	-	-	-
INF000	16G25	GIS ANALYST III	2.00	2.00	2.00	-	-	-	2.00
INF000	20B11	ACCOUNTANT II	1.00	1.00	-	(1.00)	-	-	-
INF000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
INF000	41N24	NETWORK SERVICES ENGINEER II	6.00	6.00	6.00	-	-	-	6.00
INF000	41N25	NETWORK SERVICES ENGINEER III	4.00	4.00	4.00	-	-	-	4.00
INF000	43A21	ENGINEERING AIDE II	1.00	1.00	1.00	-	-	-	1.00
INF000	43G01	INFORMATION TECHNOLOGY MANAGER	9.00	9.00	9.00	-	-	-	9.00
INF000	43G03	INFORMATION TECHNOLOGY PROJECT MANAGER II	3.00	3.00	3.00	-	-	-	3.00
INF000	43G04	INFORMATION TECHNOLOGY PROJECT MANAGER III	3.00	3.00	3.00	-	-	-	3.00
INF000	43L41	RADIO COMMUNICATIONS ENGINEER	2.00	2.00	2.00	-	-	-	2.00
INF000	43M35	INFORMATION TECHNOLOGY SUPPORT SPECIALIST	4.00	4.00	4.00	-	-	-	4.00
INF000	70F80	SENIOR STOREKEEPER	1.00	1.00	1.00	-	-	-	1.00
INF000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
INF000	80E80	PRINCIPAL OFFICE ASSISTANT	2.00	2.00	2.00	-	-	-	2.00
INF000	80J30	ACCOUNTING TECHNICIAN	3.00	3.00	3.00	-	-	-	3.00
INF000		**Total Information Technology Department**	**110.00**	**110.00**	**107.00**	**(3.00)**	**-**	**-**	**107.00**
DIS000	10B04	DISTRICT ATTORNEY	1.00	1.00	1.00	-	-	-	1.00
DIS000	12A03	CHIEF ASSISTANT DISTRICT ATTORNEY	1.00	1.00	1.00	-	-	-	1.00

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Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
DIS000	12A04	ASSISTANT DISTRICT ATTORNEY	4.00	4.00	4.00	-	-	-	4.00
DIS000	14C30	MANAGEMENT ANALYST II	2.00	2.00	3.00	1.00	-	-	3.00
DIS000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
DIS000	14C75	ADMINISTRATIVE ASSISTANT TO DISTRCT ATTORNEY	1.00	1.00	1.00	-	-	-	1.00
DIS000	14C87	VICTIM/WITNESS ASSISTANCE PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
DIS000	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	(1.00)	-	-	-
DIS000	14K60	CHIEF DISTRICT ATTORNEY INVESTIGATOR	1.00	1.00	1.00	-	-	-	1.00
DIS000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
DIS000	20B11	ACCOUNTANT II	1.00	1.00	1.00	-	-	-	1.00
DIS000	20B12	ACCOUNTANT III	2.00	-	-	-	-	-	-
DIS000	20B50	FORENSIC AUDITOR	-	2.00	2.00	-	-	-	2.00
DIS000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
DIS000	34A20	DISTRICT ATTORNEY INVESTIGATOR I	5.00	5.00	5.00	-	-	-	5.00
DIS000	34A22	DISTRICT ATTORNEY INVESTIGATOR III	21.00	23.00	24.00	1.00	-	-	24.00
DIS000	34A80	DISTRICT ATTORNEY INVESTIGATIVE CAPTAIN	2.00	2.00	2.00	-	-	-	2.00
DIS000	34G10	INVESTIGATIVE AIDE	6.00	6.00	6.00	-	-	-	6.00
DIS000	39C01	LEGAL ASSISTANT	4.00	4.00	4.00	-	-	-	4.00
DIS000	39D31	DEPUTY DISTRICT ATTORNEY IV	53.00	53.00	50.00	(3.00)	-	-	50.00
DIS000	39D32	CHIEF DEPUTY DISTRICT ATTORNEY	1.00	1.00	1.00	-	-	-	1.00
DIS000	43G05	DIGITAL FORENSIC INVESTIGATOR	1.00	1.00	1.00	-	-	-	1.00
DIS000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
DIS000	60K02	VICTIM ASSISTANCE ADVOCATE	10.00	8.00	8.00	-	-	-	8.00
DIS000	60K03	VICTIM/WITNESS ASSISTANCE PROGRAM COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
DIS000	80B11	LEGAL TYPIST	7.00	7.00	7.00	-	-	-	7.00
DIS000	80B22	LEGAL SECRETARY II	24.00	21.00	21.00	-	-	-	21.00
DIS000	80B24	SUPERVISING LEGAL SECRETARY	3.00	3.00	3.00	-	-	-	3.00
DIS000	80B26	LEGAL SECRETARY III	3.00	4.00	4.00	-	-	-	4.00
DIS000		**Total District Attorney**	**161.00**	**159.00**	**157.00**	**(2.00)**	**-**	**-**	**157.00**
CHI000	11A26	DIRECTOR OF CHILD SUPPORT SERVICES	1.00	1.00	1.00	-	-	-	1.00
CHI000	14C30	MANAGEMENT ANALYST II	1.00	1.00	1.00	-	-	-	1.00
CHI000	14K62	DEPUTY DIRECTOR CHILD SUPPORT SERVICES	1.00	1.00	1.00	-	-	-	1.00
CHI000	20B11	ACCOUNTANT II	1.00	1.00	1.00	-	-	-	1.00
CHI000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
CHI000	25C18	CHILD SUPPORT ASSISTANT II	5.00	3.00	3.00	-	-	-	3.00
CHI000	25C23	CHILD SUPPORT OFFICER II	40.00	33.00	30.00	(3.00)	-	-	30.00
CHI000	25C24	CHILD SUPPORT OFFICER III	8.00	8.00	8.00	-	-	-	8.00
CHI000	25C81	SUPERVISING CHILD SUPPORT OFFICER	5.00	5.00	5.00	-	-	-	5.00
CHI000	25C82	CHILD SUPPORT PERFORMANCE SPECIALIST	1.00	1.00	1.00	-	-	-	1.00
CHI000	34G21	CIVIL PROCESS SERVER	1.00	1.00	1.00	-	-	-	1.00
CHI000	34G22	SENIOR CIVIL PROCESS SERVER	1.00	1.00	1.00	-	-	-	1.00
CHI000	39A47	CHIEF CHILD SUPPORT ATTORNEY	1.00	1.00	1.00	-	-	-	1.00
CHI000	39D36	CHILD SUPPORT ATTORNEY IV	3.00	3.00	3.00	-	-	-	3.00
CHI000	70F21	COURIER	1.00	1.00	1.00	-	-	-	1.00
CHI000	80B22	LEGAL SECRETARY II	1.00	1.00	1.00	-	-	-	1.00
CHI000	80D23	LEGAL PROCESS CLERK	1.00	1.00	1.00	-	-	-	1.00
CHI000	80E21	OFFICE ASSISTANT II	1.00	1.00	1.00	-	-	-	1.00
CHI000	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
CHI000	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
CHI000	80J21	ACCOUNT CLERK	3.00	3.00	3.00	-	-	-	3.00
CHI000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
CHI000	80J30	ACCOUNTING TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
CHI000		**Total Department of Child Support Services**	**82.00**	**73.00**	**70.00**	**(3.00)**	**-**	**-**	**70.00**
PUB000	11A18	PUBLIC DEFENDER	1.00	1.00	1.00	-	-	-	1.00
PUB000	12A06	CHIEF ASSISTANT PUBLIC DEFENDER	1.00	1.00	1.00	-	-	-	1.00
PUB000	12C11	ASSISTANT PUBLIC DEFENDER	2.00	2.00	2.00	-	-	-	2.00
PUB000	14C30	MANAGEMENT ANALYST II	2.00	2.00	2.00	-	-	-	2.00
PUB000	14C31	MANAGEMENT ANALYST III	1.00	1.00	1.00	-	-	-	1.00
PUB000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
PUB000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
PUB000	34D40	PUBLIC DEFENDER INVESTIGATOR III	7.00	7.00	7.00	-	-	-	7.00
PUB000	34D78	CHIEF PUBLIC DEFENDER INVESTIGATOR	1.00	1.00	1.00	-	-	-	1.00
PUB000	39P31	DEPUTY PUBLIC DEFENDER IV	27.00	27.00	30.00	3.00	-	-	30.00
PUB000	39P35	CHIEF DEPUTY PUBLIC DEFENDER	3.00	3.00	-	(3.00)	-	-	-
PUB000	60B21	PSYCHIATRIC SOCIAL WORKER II	1.00	1.00	2.00	1.00	-	-	2.00
PUB000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
PUB000	80B22	LEGAL SECRETARY II	9.00	9.00	9.00	-	-	-	9.00
PUB000	80B24	SUPERVISING LEGAL SECRETARY	1.00	1.00	1.00	-	-	-	1.00
PUB000	80B26	LEGAL SECRETARY III	1.00	1.00	1.00	-	-	-	1.00
PUB000	80E22	OFFICE ASSISTANT III	1.00	1.00	1.00	-	-	-	1.00
PUB000	80J21	ACCOUNT CLERK	1.00	1.00	2.00	1.00	-	-	2.00
PUB000		**Total Public Defender**	**62.00**	**62.00**	**64.00**	**2.00**	**-**	**-**	**64.00**
SHE000	10B05	SHERIFF	1.00	1.00	1.00	-	-	-	1.00
SHE000	12A10	CHIEF DEPUTY SHERIFF	3.00	3.00	3.00	-	-	-	3.00
SHE000	12A13	UNDERSHERIFF	1.00	1.00	1.00	-	-	-	1.00
SHE000	14B01	HUMAN RESOURCES ANALYST I	1.00	1.00	1.00	-	-	-	1.00
SHE000	14C30	MANAGEMENT ANALYST II	-	1.00	1.00	-	-	-	1.00
SHE000	14C31	MANAGEMENT ANALYST III	3.00	3.00	3.00	-	-	-	3.00
SHE000	14G02	MANAGEMENT ANALYST I	3.00	2.00	2.00	-	-	-	2.00
SHE000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	-	-	1.00	1.00	-	-	1.00
SHE000	14H33	CRIMINAL INTELLIGENCE SPECIALIST	2.00	1.00	1.00	-	-	-	1.00
SHE000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	-	1.00	1.00	-	-	-	1.00
SHE000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
SHE000	20B11	ACCOUNTANT II	2.00	2.00	2.00	-	-	-	2.00

Fiscal Year 2026-27 Adopted Budget
Countywide Position Summary

Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
SHE000	20B12	ACCOUNTANT III	1.00	1.00	-	(1.00)	-	-	-
SHE000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
SHE000	20B95	FINANCE MANAGER I	-	-	1.00	1.00	-	-	1.00
SHE000	34E22	FORENSIC EVIDENCE TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
SHE000	34E30	SUPERVISING FORENSIC EVIDENCE TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
SHE000	34G21	CIVIL PROCESS SERVER	1.00	1.00	1.00	-	-	-	1.00
SHE000	34P31	VEHICLE ABATEMENT ENFORCEMENT OFFICER	2.00	2.00	2.00	-	-	-	2.00
SHE000	36A22	DEPUTY SHERIFF-OPERATIONS	112.00	108.00	95.00	(13.00)	1.00	-	96.00
SHE000	36A23	SHERIFFS SERGEANT	37.00	38.00	38.00	-	-	-	38.00
SHE000	36A24	SHERIFFS INVESTIGATIVE SERGEANT	3.00	3.00	3.00	-	-	-	3.00
SHE000	36A81	SHERIFFS CAPTAIN	1.00	1.00	2.00	1.00	-	-	2.00
SHE000	36A82	SHERIFFS COMMANDER	10.00	11.00	10.00	(1.00)	-	-	10.00
SHE000	36E21	DEPUTY SHERIFF-CORRECTIONS	155.00	151.00	153.00	2.00	-	-	153.00
SHE000	43G05	DIGITAL FORENSIC INVESTIGATOR	1.00	1.00	1.00	-	-	-	1.00
SHE000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	-	-	1.00	1.00	-	-	1.00
SHE000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	3.00	3.00	3.00	-	-	-	3.00
SHE000	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
SHE000	50S01	FORENSIC AUTOPSY TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
SHE000	60G54	SHERIFF'S WORK ALTERNATIVE SPECIALIST	4.00	3.00	3.00	-	-	-	3.00
SHE000	60I02	PROGRAM MANAGER II	1.00	1.00	1.00	-	-	-	1.00
SHE000	60S21	CRIME PREVENTION SPECIALIST	1.00	1.00	1.00	-	-	-	1.00
SHE000	70F80	SENIOR STOREKEEPER	1.00	1.00	1.00	-	-	-	1.00
SHE000	70K92	SHERIFFS CORRECTIONAL COOK II	5.00	5.00	5.00	-	-	-	5.00
SHE000	70N10	INMATE SERVICES SPECIALIST	7.00	5.00	3.00	(2.00)	-	-	3.00
SHE000	72A40	SENIOR INMATE SERVICES SPECIALIST	1.00	1.00	-	(1.00)	-	-	-
SHE000	72C25	VEHICLE MAINTENANCE COORDINATOR	1.00	-	-	-	-	-	-
SHE000	80A32	SENIOR SECRETARY	1.00	1.00	1.00	-	-	-	1.00
SHE000	80A34	SENIOR SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
SHE000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
SHE000	80E22	OFFICE ASSISTANT III	5.00	3.00	3.00	-	-	-	3.00
SHE000	80I06	SHERIFFS PROPERTY TECHNICIAN	2.00	1.00	1.00	-	-	-	1.00
SHE000	80I07	CORRECTIONS SPECIALIST	11.00	11.00	11.00	-	-	-	11.00
SHE000	80I08	SENIOR CORRECTIONS SPECIALIST	3.00	3.00	3.00	-	-	-	3.00
SHE000	80I10	CUSTODY AND CONTROL SPECIALIST	47.00	45.00	42.00	(3.00)	-	-	42.00
SHE000	80I15	SHERIFFS RECORDS SPECIALIST I	2.00	1.00	-	(1.00)	-	-	-
SHE000	80I16	SHERIFFS RECORDS SPECIALIST II	18.00	15.00	15.00	-	-	-	15.00
SHE000	80I17	SENIOR SHERIFFS RECORDS SPECIALIST	5.00	4.00	4.00	-	-	-	4.00
SHE000	80I20	SHERIFFS RECORDS SUPERVISOR	4.00	4.00	3.00	(1.00)	-	-	3.00
SHE000	80J21	ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
SHE000	80J22	SENIOR ACCOUNT CLERK	3.00	3.00	2.00	(1.00)	-	-	2.00
SHE000	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	6.00	2.00	-	-	6.00
SHE000	80M02	PATIENT FINANCIAL SERVICES SPECIALIST II	1.00	1.00	1.00	-	-	-	1.00
SHE000		**Total Sheriff-Coroner**	**481.00**	**461.00**	**445.00**	**(16.00)**	**1.00**	**-**	**446.00**
PRO000	11A06	CHIEF PROBATION OFFICER	1.00	1.00	1.00	-	-	-	1.00
PRO000	12C35	ASSISTANT CHIEF PROBATION OFFICER	1.00	1.00	1.00	-	-	-	1.00
PRO000	14B21	HUMAN RESOURCES ANALYST II	1.00	1.00	1.00	-	-	-	1.00
PRO000	14B32	SENIOR HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
PRO000	14C30	MANAGEMENT ANALYST II	3.00	4.00	4.00	-	-	-	4.00
PRO000	14C31	MANAGEMENT ANALYST III	2.00	2.00	2.00	-	-	-	2.00
PRO000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
PRO000	16C87	BUSINESS TECHNOLOGY ANALYST II	2.00	2.00	3.00	1.00	-	-	3.00
PRO000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
PRO000	20B10	ACCOUNTANT I	2.00	2.00	2.00	-	-	-	2.00
PRO000	20B11	ACCOUNTANT II	1.00	1.00	2.00	1.00	-	-	2.00
PRO000	20B12	ACCOUNTANT III	1.00	1.00	1.00	-	-	-	1.00
PRO000	20B93	FINANCE MANAGER II	1.00	1.00	1.00	-	-	-	1.00
PRO000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	(1.00)	-	-	-
PRO000	60F02	PROBATION AIDE	21.50	21.50	21.00	(.50)	-	-	21.00
PRO000	60F22	DEPUTY PROBATION OFFICER II	74.00	74.00	71.00	(3.00)	-	-	71.00
PRO000	60F23	DEPUTY PROBATION OFFICER III	25.00	25.00	25.00	-	-	-	25.00
PRO000	60F84	PROBATION SERVICES MANAGER	14.00	14.00	14.00	-	-	-	14.00
PRO000	60F85	PROBATION DIVISION MANAGER	4.00	4.00	4.00	-	-	-	4.00
PRO000	60F87	JUVENILE INSTITUTIONS SUPERVISOR	9.00	9.00	9.00	-	-	-	9.00
PRO000	60F89	JUVENILE INSTITUTIONS OFFICER II	73.00	73.00	73.00	-	-	-	73.00
PRO000	60F90	SENIOR JUVENILE INSTITUTIONS OFFICER	13.00	13.00	13.00	-	-	-	13.00
PRO000	60I02	PROGRAM MANAGER II	1.00	-	-	-	-	-	-
PRO000	60K02	VICTIM ASSISTANCE ADVOCATE	2.00	2.00	2.00	-	-	-	2.00
PRO000	70K23	COOK	5.00	5.00	5.00	-	-	-	5.00
PRO000	70K25	SENIOR COOK	1.00	1.00	1.00	-	-	-	1.00
PRO000	70K80	HEAD COOK	1.00	1.00	1.00	-	-	-	1.00
PRO000	70K83	FOOD ADMINISTRATOR-PROBATION	1.00	1.00	1.00	-	-	-	1.00
PRO000	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	1.00	-	-	-	1.00
PRO000	72A29	SENIOR BUILDING MAINTENANCE WORKER	1.00	1.00	1.00	-	-	-	1.00
PRO000	80A30	SECRETARIAL ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
PRO000	80A32	SENIOR SECRETARY	1.00	1.00	1.00	-	-	-	1.00
PRO000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
PRO000	80E21	OFFICE ASSISTANT II	16.00	17.00	17.00	-	-	-	17.00
PRO000	80E22	OFFICE ASSISTANT III	8.00	8.00	8.00	-	-	-	8.00
PRO000	80E82	SUPERVISING OFFICE ASSISTANT II	2.00	2.00	2.00	-	-	-	2.00
PRO000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00

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Countywide Position Summary

Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
PRO000	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	4.00	-	-	-	4.00
PRO000	80W21	WORD PROCESSOR	1.00	-	-	-	-	-	-
PRO000		**Total Probation**	**300.50**	**300.50**	**298.00**	**(2.50)**	**-**	**-**	**298.00**
AGR000	11A02	AGRICULTURAL COMMISSIONER	1.00	1.00	1.00	-	-	-	1.00
AGR000	12C01	ASSISTANT AGRICULTURAL COMMISSIONER	1.00	1.00	1.00	-	-	-	1.00
AGR000	14B32	SENIOR HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
AGR000	14C31	MANAGEMENT ANALYST III	1.00	1.00	1.00	-	-	-	1.00
AGR000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
AGR000	16G25	GIS ANALYST III	1.00	1.00	1.00	-	-	-	1.00
AGR000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
AGR000	20B95	FINANCE MANAGER I	1.00	1.00	1.00	-	-	-	1.00
AGR000	30G22	WEIGHTS/MEASURES INSPECTOR III	5.00	5.00	5.00	-	-	-	5.00
AGR000	30N05	AGRICULTURAL ASSISTANT II	11.00	11.00	11.00	-	-	-	11.00
AGR000	30N22	AGRICULTURAL INSPECTOR/BIOLOGIST III	32.00	32.00	32.00	-	-	-	32.00
AGR000	30N50	AGRICULTURAL PROGRAMS BIOLOGIST	1.00	1.00	1.00	-	-	-	1.00
AGR000	30N80	DEPUTY AGRICULTURAL COMMISSIONER	8.00	8.00	8.00	-	-	-	8.00
AGR000	30N81	CHIEF DEPUTY AGRICULTURAL COMMISSIONER	3.00	3.00	3.00	-	-	-	3.00
AGR000	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
AGR000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
AGR000	80E22	OFFICE ASSISTANT III	2.00	2.00	2.00	-	-	-	2.00
AGR000	80G21	DATA ENTRY OPERATOR II	1.00	1.00	1.00	-	-	-	1.00
AGR000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
AGR000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
AGR000		**Total Agriculture Commissioner**	**75.00**	**75.00**	**75.00**	**-**	**-**	**-**	**75.00**
HCD000	11A34	DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT	1.00	1.00	1.00	-	-	-	1.00
HCD000	12C24	ASSISTANT DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT	-	-	1.00	1.00	-	-	1.00
HCD000	14C30	MANAGEMENT ANALYST II	4.00	3.00	3.00	-	-	-	3.00
HCD000	14C31	MANAGEMENT ANALYST III	1.00	1.00	1.00	-	-	-	1.00
HCD000	14G02	MANAGEMENT ANALYST I	1.00	1.00	1.00	-	-	-	1.00
HCD000	14H30	RMA OMBUDSPERSON	1.00	1.00	1.00	-	-	-	1.00
HCD000	14K46	PERMIT CENTER MANAGER	1.00	1.00	1.00	-	-	-	1.00
HCD000	14K47	BUILDING SERVICES MANAGER	1.00	1.00	1.00	-	-	-	1.00
HCD000	14K50	CHIEF OF PLANNING	1.00	1.00	1.00	-	-	-	1.00
HCD000	14K51	PRINCIPAL PLANNER	2.00	3.00	3.00	-	-	-	3.00
HCD000	14M22	HOUSING PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
HCD000	20B10	ACCOUNTANT I	1.00	1.00	1.00	-	-	-	1.00
HCD000	20B95	FINANCE MANAGER I	2.00	2.00	2.00	-	-	-	2.00
HCD000	30D21	BUILDING INSPECTOR II	5.00	5.00	5.00	-	-	-	5.00
HCD000	30D22	SENIOR BUILDING INSPECTOR	1.00	1.00	1.00	-	-	-	1.00
HCD000	30D25	CHIEF OF BUILDING SERVICES	1.00	1.00	1.00	-	-	-	1.00
HCD000	34P26	CODE COMPLIANCE INSPECTOR II	8.00	10.00	10.00	-	-	-	10.00
HCD000	34P27	SENIOR CODE COMPLIANCE INSPECTOR	1.00	1.00	1.00	-	-	-	1.00
HCD000	41A10	ASSISTANT ENGINEER	2.00	2.00	2.00	-	-	-	2.00
HCD000	41A20	CIVIL ENGINEER	1.00	-	-	-	-	-	-
HCD000	41A22	SENIOR CIVIL ENGINEER	1.00	1.00	1.00	-	-	-	1.00
HCD000	41B21	BUILDING PLANS EXAMINER	4.00	5.00	5.00	-	-	-	5.00
HCD000	41C02	WATER RESOURCES HYDROLOGIST	2.00	2.00	2.00	-	-	-	2.00
HCD000	41C14	ASSOCIATE WATER RESOURCES HYDROLOGIST	1.00	1.00	1.00	-	-	-	1.00
HCD000	41F11	ASSOCIATE PLANNER	12.00	13.00	13.00	-	-	-	13.00
HCD000	41F22	SENIOR PLANNER	4.00	4.00	4.00	-	-	-	4.00
HCD000	41F23	SUPERVISING PLANNER	2.00	2.00	2.00	-	-	-	2.00
HCD000	41F31	REDEVELOPMENT/HOUSING PROJECT ANALYST II	1.00	1.00	1.00	-	-	-	1.00
HCD000	41F32	REDEVELOPMENT/HOUSING PROJECT ANALYST III	1.00	1.00	-	(1.00)	-	-	-
HCD000	43A22	ENGINEERING AIDE III	1.00	1.00	-	(1.00)	-	-	-
HCD000	43A23	ENGINEERING TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
HCD000	43B03	WATER RESOURCES TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
HCD000	43C10	PERMIT TECHNICIAN I	3.00	3.00	3.00	-	-	-	3.00
HCD000	43C11	PERMIT TECHNICIAN II	5.00	5.00	5.00	-	-	-	5.00
HCD000	43C12	PERMIT TECHNICIAN III	3.00	4.00	4.00	-	-	-	4.00
HCD000	80A31	SECRETARY	2.00	2.00	2.00	-	-	-	2.00
HCD000	80A32	SENIOR SECRETARY	2.00	2.00	2.00	-	-	-	2.00
HCD000	80A33	ADMINISTRATIVE SECRETARY	1.00	1.00	1.00	-	-	-	1.00
HCD000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
HCD000	80E01	OFFICE ASSISTANT I	1.00	1.00	1.00	-	-	-	1.00
HCD000	80E21	OFFICE ASSISTANT II	10.00	10.00	10.00	-	-	-	10.00
HCD000	80E22	OFFICE ASSISTANT III	3.00	3.00	3.00	-	-	-	3.00
HCD000	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
HCD000	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	1.00	-	-	-	1.00
HCD000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
HCD000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
HCD000		**Total Housing and Community Development**	**104.00**	**108.00**	**107.00**	**(1.00)**	**-**	**-**	**107.00**
PFP000	11A33	DIRECTOR OF PUBLIC WORKS FACILITIES AND PARKS	1.00	1.00	1.00	-	-	-	1.00
PFP000	12C23	ASSISTANT DIRECTOR OF PUBLIC WORKS, FACILITIES AND PARKS	1.00	1.00	1.00	-	-	-	1.00
PFP000	14A10	PROJECT MANAGER I	1.00	1.00	1.00	-	-	-	1.00
PFP000	14A11	PROJECT MANAGER II	5.00	5.00	5.00	-	-	-	5.00
PFP000	14A12	PROJECT MANAGER III	4.00	4.00	4.00	-	-	-	4.00
PFP000	14B21	HUMAN RESOURCES ANALYST II	1.00	1.00	1.00	-	-	-	1.00
PFP000	14B32	SENIOR HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
PFP000	14C30	MANAGEMENT ANALYST II	7.00	7.00	7.00	-	-	-	7.00

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PFP000	14C31	MANAGEMENT ANALYST III	4.00	4.00	4.00	-	-	-	4.00
PFP000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
PFP000	14C74	REAL PROPERTY SPECIALIST	1.00	1.00	1.00	-	-	-	1.00
PFP000	14E01	BUYER I	1.00	1.00	1.00	-	-	-	1.00
PFP000	14G02	MANAGEMENT ANALYST I	1.00	-	-	-	-	-	-
PFP000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
PFP000	14H64	FLEET MANAGER	1.00	1.00	1.00	-	-	-	1.00
PFP000	14K48	CAPITAL IMPROVEMENT MANAGER	2.00	2.00	2.00	-	-	-	2.00
PFP000	14K63	CHIEF OF FACILITIES	1.00	1.00	1.00	-	-	-	1.00
PFP000	14K70	CHIEF OF PARKS	1.00	1.00	1.00	-	-	-	1.00
PFP000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	4.00	3.00	4.00	1.00	-	-	4.00
PFP000	16C88	BUSINESS TECHNOLOGY ANLYST III	-	-	1.00	1.00	-	-	1.00
PFP000	16G24	GIS ANALYST II	1.00	1.00	1.00	-	-	-	1.00
PFP000	20B10	ACCOUNTANT I	3.00	3.00	3.00	-	-	-	3.00
PFP000	20B11	ACCOUNTANT II	3.00	3.00	2.00	(1.00)	-	-	2.00
PFP000	20B12	ACCOUNTANT III	3.00	3.00	3.00	-	-	-	3.00
PFP000	20B93	FINANCE MANAGER II	1.00	2.00	2.00	-	-	-	2.00
PFP000	20B94	FINANCE MANAGER III	1.00	1.00	1.00	-	-	-	1.00
PFP000	20B95	FINANCE MANAGER I	2.00	1.00	1.00	-	-	-	1.00
PFP000	30D31	CHIEF OF PUBLIC WORKS	1.00	1.00	1.00	-	-	-	1.00
PFP000	34X21	GUARD	2.00	2.00	2.00	-	-	-	2.00
PFP000	41A10	ASSISTANT ENGINEER	9.00	9.00	9.00	-	-	-	9.00
PFP000	41A20	CIVIL ENGINEER	4.00	4.00	4.00	-	-	-	4.00
PFP000	41A22	SENIOR CIVIL ENGINEER	3.00	4.00	5.00	1.00	-	-	5.00
PFP000	41A87	CHIEF OF SURVEYS	1.00	1.00	1.00	-	-	-	1.00
PFP000	41C02	WATER RESOURCES HYDROLOGIST	1.00	-	-	-	-	-	-
PFP000	41C14	ASSOCIATE WATER RESOURCES HYDROLOGIST	1.00	1.00	1.00	-	-	-	1.00
PFP000	41C17	SENIOR WATER RESOURCES HYDROLOGIST	1.00	1.00	1.00	-	-	-	1.00
PFP000	41F85	PARKS PLANNING MANAGER	1.00	-	-	-	-	-	-
PFP000	43A23	ENGINEERING TECHNICIAN	8.00	8.00	8.00	-	-	-	8.00
PFP000	43B03	WATER RESOURCES TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
PFP000	43L18	COMMUNICATIONS TECHNICIAN III	1.00	-	-	-	-	-	-
PFP000	43L20	COMMUNICATIONS TECHNICIAN I	1.00	-	-	-	-	-	-
PFP000	43L42	VEHICLE INSTALLATION SPECIALIST	1.00	3.00	3.00	-	-	-	3.00
PFP000	65C10	PARKS MUSEUM ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
PFP000	68A30	RANGE MASTER	1.00	1.00	1.00	-	-	-	1.00
PFP000	68A41	COUNTY PARK RANGER II	4.00	4.00	4.00	-	-	-	4.00
PFP000	68A42	COUNTY PARK RANGER III	2.00	2.00	2.00	-	-	-	2.00
PFP000	68A43	COUNTY PARK RANGER SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
PFP000	68C01	PARK SERVICES AIDE I	3.00	2.00	2.00	-	-	-	2.00
PFP000	68C02	RANGE AIDE	1.00	1.00	1.00	-	-	-	1.00
PFP000	68C21	PARK SERVICES AIDE II	2.00	2.00	2.00	-	-	-	2.00
PFP000	68C23	PARK SERVICES AIDE III	1.00	1.00	1.00	-	-	-	1.00
PFP000	70C20	SENIOR GROUNDSKEEPER	1.00	1.00	1.00	-	-	-	1.00
PFP000	70C21	GROUNDSKEEPER	4.00	4.00	4.00	-	-	-	4.00
PFP000	70C80	GROUNDS SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
PFP000	70F10	FLEET PARTS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
PFP000	70F12	SENIOR FLEET PARTS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
PFP000	70F21	COURIER	5.00	5.00	4.00	(1.00)	-	-	4.00
PFP000	70F23	STOREKEEPER	5.00	5.00	5.00	-	-	-	5.00
PFP000	70F81	SUPERVISING STOREKEEPER	1.00	1.00	1.00	-	-	-	1.00
PFP000	70N01	OFFICE MAINTENANCE WORKER	2.00	1.00	1.00	-	-	-	1.00
PFP000	72A23	BUILDING MAINTENANCE WORKER	12.00	13.00	13.00	-	-	-	13.00
PFP000	72A29	SENIOR BUILDING MAINTENANCE WORKER	2.00	2.00	2.00	-	-	-	2.00
PFP000	72A81	BUILDING MAINTENANCE SUPERVISOR	3.00	3.00	3.00	-	-	-	3.00
PFP000	72B31	PARKS BUILDING & GROUNDS WORKER II	10.00	10.00	10.00	-	-	-	10.00
PFP000	72B32	PARKS BUILDING & GROUNDS WORKER SUPERVISOR	5.00	4.00	4.00	-	-	-	4.00
PFP000	72B40	PARKS UTILITIES & WATER SYSTEMS SPECIALIST	3.00	3.00	3.00	-	-	-	3.00
PFP000	72B41	SENIOR PARKS UTILITIES & WATER SYSTEMS SPECIALIST	1.00	1.00	-	(1.00)	-	-	-
PFP000	72C20	MECHANIC I	1.00	1.00	1.00	-	-	-	1.00
PFP000	72C23	MECHANIC II	11.00	11.00	11.00	-	-	-	11.00
PFP000	72C26	MECHANIC III	2.00	2.00	2.00	-	-	-	2.00
PFP000	72C82	SUPERVISING MECHANIC	1.00	1.00	1.00	-	-	-	1.00
PFP000	72C83	FLEET SERVICE WRITER	1.00	1.00	1.00	-	-	-	1.00
PFP000	74D12	ROAD MAINTENANCE WORKER	28.00	28.00	28.00	-	-	-	28.00
PFP000	74D13	SENIOR ROAD MAINTENANCE WORKER	8.00	8.00	8.00	-	-	-	8.00
PFP000	74D81	ASSISTANT ROAD SUPERINTENDENT	5.00	5.00	5.00	-	-	-	5.00
PFP000	74D83	ROAD SUPERINTENDENT	4.00	4.00	4.00	-	-	-	4.00
PFP000	74D84	ROAD MAINTENANCE SUPERINTENDENT	1.00	1.00	1.00	-	-	-	1.00
PFP000	74D85	MAINTENANCE MANAGER	2.00	2.00	2.00	-	-	-	2.00
PFP000	74E11	BRIDGE MAINTENANCE WORKER	6.00	6.00	6.00	-	-	-	6.00
PFP000	74E31	SENIOR BRIDGE MAINTENANCE WORKER	1.00	1.00	1.00	-	-	-	1.00
PFP000	74E80	ASSISTANT BRIDGE SUPERINTENDENT	1.00	1.00	1.00	-	-	-	1.00
PFP000	74E81	BRIDGE SUPERINTENDENT	1.00	1.00	1.00	-	-	-	1.00
PFP000	74G21	TREE TRIMMER	2.00	2.00	2.00	-	-	-	2.00
PFP000	74G22	SENIOR TREE TRIMMER	1.00	1.00	1.00	-	-	-	1.00
PFP000	74H02	SANITATION WORKER ASSISTANT	-	2.00	2.00	-	-	-	2.00
PFP000	74H27	SUPERVISING SANITATION WORKER	-	-	1.00	1.00	-	-	1.00
PFP000	74I11	TRAFFIC MAINTENANCE WORKER	6.00	6.00	6.00	-	-	-	6.00
PFP000	74I25	TRAFFIC MAINTENANCE SUPERINTENDENT	1.00	1.00	1.00	-	-	-	1.00
PFP000	80A31	SECRETARY	4.00	4.00	4.00	-	-	-	4.00
PFP000	80A32	SENIOR SECRETARY	2.00	2.00	1.00	(1.00)	-	-	1.00
PFP000	80A33	ADMINISTRATIVE SECRETARY	1.00	1.00	1.00	-	-	-	1.00
PFP000	80E21	OFFICE ASSISTANT II	4.00	4.00	4.00	-	-	-	4.00
PFP000	80E22	OFFICE ASSISTANT III	1.00	1.00	1.00	-	-	-	1.00
PFP000	80E90	MAINTENANCE YARD CLERK	4.00	4.00	4.00	-	-	-	4.00

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PFP000	80E91	MAINTENANCE INVENTORY & YARD CLERK	1.00	1.00	1.00	-	-	-	1.00
PFP000	80J22	SENIOR ACCOUNT CLERK	10.00	8.00	8.00	-	-	-	8.00
PFP000	80J30	ACCOUNTING TECHNICIAN	5.00	5.00	4.00	(1.00)	-	-	4.00
PFP000	80O22	MAILROOM CLERK	.50	.50	-	(.50)	-	-	-
PFP000	80O23	SENIOR MAILROOM CLERK	1.00	1.00	1.00	-	-	-	1.00
PFP000		**Total Public Works, Facilities and Parks**	**278.50**	**273.50**	**272.00**	**(1.50)**	**-**	**-**	**272.00**
HEA000	11A09	DIRECTOR HEALTH SERVICES	1.00	1.00	1.00	-	-	-	1.00
HEA000	12C05	ASSISTANT DIRECTOR OF HEALTH SERVICES	1.00	1.00	1.00	-	-	-	1.00
HEA000	12E04	BUREAU CHIEF	5.00	5.00	5.00	-	-	-	5.00
HEA000	14A10	PROJECT MANAGER I	1.00	1.00	1.00	-	-	-	1.00
HEA000	14A11	PROJECT MANAGER II	1.00	1.00	1.00	-	-	-	1.00
HEA000	14B21	HUMAN RESOURCES ANALYST II	8.00	8.00	8.00	-	-	-	8.00
HEA000	14B32	SENIOR HUMAN RESOURCES ANALYST	4.00	4.00	4.00	-	-	-	4.00
HEA000	14B66	DEPARTMENTAL HR MANAGER	1.00	1.00	1.00	-	-	-	1.00
HEA000	14C30	MANAGEMENT ANALYST II	27.50	31.00	30.00	(1.00)	-	-	30.00
HEA000	14C31	MANAGEMENT ANALYST III	16.00	14.00	14.00	-	-	-	14.00
HEA000	14C48	PUBLIC HEALTH PROGRAM MANAGER II	3.00	3.00	3.00	-	-	-	3.00
HEA000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
HEA000	14C80	PUBLIC HEALTH PROGRAM MANAGER I	2.00	2.00	3.00	1.00	-	-	3.00
HEA000	14G02	MANAGEMENT ANALYST I	4.00	5.00	4.00	(1.00)	-	1.00	5.00
HEA000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	6.00	6.00	6.00	-	-	-	6.00
HEA000	14H24	EDUCATOR AND VOLUNTEER COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
HEA000	14H66	OUTPATIENT SERVICES DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
HEA000	14K41	BEHAVIORAL HEALTH SERVICES MANAGER II	16.00	16.00	16.00	-	-	-	16.00
HEA000	14K44	ASSISTANT BUREAU CHF	4.00	4.00	4.00	-	-	-	4.00
HEA000	14K61	ENVIRONMENTAL HEALTH PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
HEA000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	2.00	1.00	-	-	2.00
HEA000	14N06	OPERATIONS MANAGER	2.00	2.00	2.00	-	-	-	2.00
HEA000	14N10	OUTPATIENT SERVICES MANAGER I	4.00	4.00	5.00	1.00	-	-	5.00
HEA000	14N11	OUTPATIENT SERVICES MANAGER II	4.00	4.00	4.00	-	-	-	4.00
HEA000	16C87	BUSINESS TECHNOLOGY ANALYST II	3.00	3.00	3.00	-	-	-	3.00
HEA000	16C88	BUSINESS TECHNOLOGY ANLYST III	2.00	2.00	2.00	-	-	-	2.00
HEA000	16C93	BUSINESS TECHNOLOGY ANLYST IV	2.00	2.00	2.00	-	-	-	2.00
HEA000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
HEA000	20B10	ACCOUNTANT I	3.00	3.00	3.00	-	-	-	3.00
HEA000	20B11	ACCOUNTANT II	9.00	9.00	9.00	-	-	-	9.00
HEA000	20B12	ACCOUNTANT III	8.00	8.00	8.00	-	-	-	8.00
HEA000	20B93	FINANCE MANAGER II	4.00	4.00	4.00	-	-	-	4.00
HEA000	20B94	FINANCE MANAGER III	1.00	1.00	1.00	-	-	-	1.00
HEA000	20B95	FINANCE MANAGER I	1.00	2.00	2.00	-	-	-	2.00
HEA000	25G21	CA CHILDRENS SERVICES CASE WORKER II	3.00	3.00	3.00	-	-	-	3.00
HEA000	30J01	ENVIRONMENTAL HEALTH TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
HEA000	30J21	ENVIRONMENTAL HEALTH SPECIALIST II	25.00	25.00	25.00	-	-	-	25.00
HEA000	30J31	ENVIRONMENTAL HEALTH SPECIALIST III	17.00	17.00	17.00	-	-	-	17.00
HEA000	30J81	RECYCLING/RESOURCE RECOVERY SPECIALIST	2.00	2.00	2.00	-	-	-	2.00
HEA000	30J84	ENVIRONMENTAL HEALTH SPECIALIST IV	8.00	8.00	8.00	-	-	-	8.00
HEA000	34C01	ANIMAL CONTROL OFFICER	5.00	6.00	6.00	-	-	-	6.00
HEA000	34C02	SENIOR ANIMAL CONTROL OFFICER	1.00	1.00	1.00	-	-	-	1.00
HEA000	34C11	ANIMAL SERVICES SUPERVISOR	2.00	2.00	2.00	-	-	-	2.00
HEA000	34H24	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR I	2.50	3.50	-	(3.50)	-	-	-
HEA000	34H34	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR II	5.00	5.00	8.50	3.50	-	-	8.50
HEA000	43B02	WATER QUALITY SPECIALIST	1.00	1.00	2.00	1.00	-	-	2.00
HEA000	43J04	DEPARTMENTAL INFORMATION SYSTEMS SPECIALIST	11.00	11.00	10.00	(1.00)	-	-	10.00
HEA000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	8.00	8.00	8.00	-	-	-	8.00
HEA000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
HEA000	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
HEA000	50B12	EMERGENCY MEDICAL SERVICES ANALYST	4.00	4.00	4.00	-	-	-	4.00
HEA000	50C22	PUBLIC HEALTH MICROBIOLOGIST II	3.00	3.00	4.00	1.00	-	-	4.00
HEA000	50C23	SENIOR PUBLIC HEALTH MICROBIOLOGIST	1.00	1.00	1.00	-	-	-	1.00
HEA000	50C70	ASSISTANT DIRECTOR - PUBLIC HEALTH LABORATORY	1.00	1.00	1.00	-	-	-	1.00
HEA000	50C80	DIRECTOR PUBLIC HEALTH LABORATORY	1.00	1.00	1.00	-	-	-	1.00
HEA000	50C81	PUBLIC HEALTH CHEMIST	1.00	1.00	1.00	-	-	-	1.00
HEA000	50E23	LABORATORY ASSISTANT	3.00	3.00	3.00	-	-	-	3.00
HEA000	50F20	OCCUPATIONAL THERAPIST	1.00	1.00	1.00	-	-	-	1.00
HEA000	50F23	OCCUPATIONAL THERAPIST-PHYSICALLY HANDICAPPED CHILDREN	3.40	3.90	5.00	1.10	-	-	5.00
HEA000	50G23	PHYSICAL THERAPIST-PHYSICALLY HANDICAPPED CHILDREN	3.65	3.90	3.00	(.90)	-	-	3.00

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HEA000	50G25	SENIOR THERAPIST-PHYSICALLY HANDICAPPED CHILDREN	1.80	2.00	2.00	-	-	-	2.00
HEA000	50G31	SUPERVISING THERAPIST-MED THER PROG	1.00	1.00	1.00	-	-	-	1.00
HEA000	50J01	CHRONIC DISEASE PREVENTION SPECIALIST I	24.00	24.00	24.00	-	-	-	24.00
HEA000	50J11	CHRONIC DISEASE PREVENTION SPECIALIST II	15.00	16.00	17.00	1.00	-	-	17.00
HEA000	50J21	CHRONIC DISEASE PREVENTION COORDINATOR	18.00	18.00	20.00	2.00	-	-	20.00
HEA000	50K18	HEALTH PROGRAM COORDINATOR	7.00	7.00	6.00	(1.00)	-	-	6.00
HEA000	50K19	HEALTH EDUCATION ASSISTANT	13.00	13.00	13.00	-	-	-	13.00
HEA000	50K23	SENIOR HEALTH EDUCATOR	1.00	1.00	1.00	-	-	-	1.00
HEA000	50L22	PUBLIC HEALTH NUTRITIONIST II	4.00	6.00	6.00	-	-	-	6.00
HEA000	50L80	SUPERVISING PUBLIC HEALTH NUTRITIONIST	3.00	3.00	3.00	-	-	-	3.00
HEA000	50M21	REGISTERED VETERINARY TECHNICIAN	1.50	1.50	1.00	(.50)	-	.50	1.50
HEA000	50M80	VETERINARIAN	1.50	1.50	1.50	-	-	-	1.50
HEA000	50N11	PUBLIC HEALTH EPIDEMIOLOGIST II	5.00	5.00	5.00	-	-	-	5.00
HEA000	50N22	SUPERVISING PUBLIC HEALTH EPIDEMIOLOGIST	2.00	2.00	2.00	-	-	-	2.00
HEA000	50T01	MEDICAL RECORD TECHNICIAN I	2.00	2.00	2.00	-	-	-	2.00
HEA000	50T11	MEDICAL RECORD TECHNICIAN II	-	-	2.00	2.00	-	-	2.00
HEA000	50U16	BEHAVIORAL HEALTH AIDE	26.10	11.10	8.10	(3.00)	-	-	8.10
HEA000	50U42	MEDICAL ASSISTANT	170.00	169.00	155.00	(14.00)	-	-	155.00
HEA000	52A21	CLINIC NURSE	1.00	1.00	-	(1.00)	-	-	-
HEA000	52A22	SENIOR CLINIC NURSE	9.00	9.00	9.00	-	-	-	9.00
HEA000	52A83	SUPERVISING CLINIC NURSE	1.00	1.00	1.00	-	-	-	1.00
HEA000	52A94	PSYCHIATRIC NURSE PRACTITIONER	2.00	2.00	3.00	1.00	-	-	3.00
HEA000	52A97	CLINIC NURSE PRACTITIONER	9.00	9.00	10.00	1.00	-	-	10.00
HEA000	52E01	PUBLIC HEALTH LICENSED VOCATIONAL NURSE	17.00	15.00	15.00	-	-	-	15.00
HEA000	52E20	DIRECTOR OF PUBLIC HEALTH NURSING	1.00	1.00	1.00	-	-	-	1.00
HEA000	52E22	PUBLIC HEALTH NURSE II	26.00	28.00	27.00	(1.00)	-	-	27.00
HEA000	52E23	PUBLIC HEALTH NURSE III	3.00	3.00	3.00	-	-	-	3.00
HEA000	52E80	SUPERVISING PUBLIC HEALTH NURSE	9.75	9.75	8.75	(1.00)	-	-	8.75
HEA000	54B04	GENERAL INTERNIST	2.00	2.00	2.00	-	-	-	2.00
HEA000	54B12	CONTRACT PHYSICIAN	46.60	50.60	50.00	(.60)	-	-	50.00
HEA000	54B13	CLINIC SERVICES MEDICAL DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
HEA000	54B90	CLINIC PHYSICIAN II	3.00	3.00	3.00	-	-	-	3.00
HEA000	54C03	CLINIC PHYSICIAN ASSISTANT	9.00	9.00	9.00	-	-	-	9.00
HEA000	54C05	PSYCHIATRIC PHYSICIAN ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
HEA000	60A21	CLINICAL PSYCHOLOGIST	10.00	10.00	10.00	-	-	-	10.00
HEA000	60B21	PSYCHIATRIC SOCIAL WORKER II	168.00	153.00	151.00	(2.00)	-	-	151.00
HEA000	60B23	BEHAVIORAL HEALTH UNIT SUPERVISOR	35.00	35.00	35.00	-	-	-	35.00
HEA000	60B25	SENIOR PSYCHIATRIC SOCIAL WORKER	39.00	40.00	40.00	-	-	-	40.00
HEA000	60C21	SOCIAL WORKER II	1.00	1.00	-	(1.00)	-	-	-
HEA000	60C22	SOCIAL WORKER III	68.00	97.00	95.00	(2.00)	-	-	95.00
HEA000	60C80	SOCIAL WORK SUPERVISOR I	1.00	1.00	-	(1.00)	-	-	-
HEA000	60I10	DEPUTY DIRECTOR BEHAVIORAL HEALTH	4.00	4.00	4.00	-	-	-	4.00
HEA000	60L01	PATIENT RIGHTS ADVOCATE	1.00	2.00	2.00	-	-	-	2.00
HEA000	60P21	COMMUNITY SERVICE AIDE II	11.00	11.00	11.00	-	-	-	11.00
HEA000	60P22	COMMUNITY SERVICE AIDE III	14.00	15.00	10.00	(5.00)	-	-	10.00
HEA000	60P23	COMMUNITY SERVICE AIDE IV	4.00	4.00	4.00	-	-	-	4.00
HEA000	70B03	ANIMAL CARE TECHNICIAN II	7.00	8.00	8.00	-	-	-	8.00
HEA000	70B04	SENIOR ANIMAL CARE TECHNICIAN	1.00	1.00	-	(1.00)	-	1.00	1.00
HEA000	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	1.00	-	-	-	1.00
HEA000	72A81	BUILDING MAINTENANCE SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
HEA000	80A31	SECRETARY	1.00	1.00	-	(1.00)	-	-	-
HEA000	80A32	SENIOR SECRETARY	5.00	5.00	6.00	1.00	-	-	6.00
HEA000	80A33	ADMINISTRATIVE SECRETARY	-	-	1.00	1.00	-	-	1.00
HEA000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
HEA000	80E01	OFFICE ASSISTANT I	2.00	2.00	1.00	(1.00)	-	-	1.00
HEA000	80E21	OFFICE ASSISTANT II	11.00	10.00	10.00	-	-	2.00	12.00
HEA000	80E22	OFFICE ASSISTANT III	23.00	17.00	16.00	(1.00)	-	-	16.00
HEA000	80E24	OFFICE ASSISTANT II-SB525	-	2.00	2.00	-	-	-	2.00
HEA000	80E25	OFFICE ASSISTANT III-SB525	-	7.00	7.00	-	-	-	7.00
HEA000	80E80	PRINCIPAL OFFICE ASSISTANT	6.00	6.00	6.00	-	-	-	6.00
HEA000	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	1.00	-	-	-	1.00
HEA000	80E93	SUPERVISING VITAL RECORDS SPECIALIST	1.00	1.00	1.00	-	-	-	1.00
HEA000	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
HEA000	80J22	SENIOR ACCOUNT CLERK	5.00	5.00	5.00	-	-	-	5.00
HEA000	80J30	ACCOUNTING TECHNICIAN	13.00	13.00	13.00	-	-	-	13.00
HEA000	80K25	CLINIC OPERATIONS SUPERVISOR	13.00	13.00	13.00	-	-	-	13.00
HEA000	80L02	PATIENT SERVICES REPRESENTATIVE II	87.00	87.00	84.00	(3.00)	-	-	84.00
HEA000	80L03	SENIOR PATIENT SERVICES REPRESENTATIVE	1.00	1.00	1.00	-	-	-	1.00
HEA000	80L04	SUPERVISING PATIENT SERVICES REPRESENTATIVE	5.00	5.00	5.00	-	-	-	5.00
HEA000	80M02	PATIENT FINANCIAL SERVICES SPECIALIST II	16.00	16.00	16.00	-	-	-	16.00
HEA000	80M03	SENIOR PATIENT FINANCIAL SERVICES SPECIALIST	2.00	2.00	2.00	-	-	-	2.00
HEA000	80M04	SUPERVISING PATIENT FINANCIAL SERVICES SPECIALIST	2.00	2.00	2.00	-	-	-	2.00
HEA000	80U21	TELEPHONE OPERATOR	1.00	1.00	-	(1.00)	-	-	-
HEA000		**Total Health**	**1268.30**	**1285.75**	**1255.85**	**(29.90)**	**-**	**4.50**	**1260.35**
SOC000	11A12	DIRECTOR OF SOCIAL SERVICES	1.00	1.00	1.00	-	-	-	1.00
SOC000	12C13	ASSISTANT DIRECTOR SOCIAL SERVICES	1.00	1.00	1.00	-	-	-	1.00
SOC000	14B21	HUMAN RESOURCES ANALYST II	5.00	4.00	4.00	-	-	-	4.00
SOC000	14B32	SENIOR HUMAN RESOURCES ANALYST	2.00	2.00	2.00	-	-	-	2.00

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SOC000	14B51	DEPARTMENTAL HR MANAGER-MERIT SYSTEMS	1.00	1.00	1.00	-	-	-	1.00
SOC000	14C30	MANAGEMENT ANALYST II	19.00	14.00	12.00	(2.00)	-	-	12.00
SOC000	14C31	MANAGEMENT ANALYST III	18.00	17.00	18.00	1.00	-	-	18.00
SOC000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	8.00	7.00	7.00	-	-	-	7.00
SOC000	14C72	ADMINISTRATIVE SERVICES MANAGER	1.00	-	-	-	-	-	-
SOC000	14G02	MANAGEMENT ANALYST I	1.00	1.00	1.00	-	-	-	1.00
SOC000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	5.00	5.00	5.00	-	-	-	5.00
SOC000	14H70	STAFF TRAINER II	12.00	11.00	11.00	-	-	-	11.00
SOC000	14M01	PROGRAM MANAGER I	-	-	1.00	1.00	-	-	1.00
SOC000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	1.00	-	-	-	1.00
SOC000	16C87	BUSINESS TECHNOLOGY ANALYST II	5.00	5.00	5.00	-	-	-	5.00
SOC000	16C88	BUSINESS TECHNOLOGY ANLYST III	2.00	2.00	2.00	-	-	-	2.00
SOC000	16C93	BUSINESS TECHNOLOGY ANLYST IV	2.00	2.00	2.00	-	-	-	2.00
SOC000	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	1.00	1.00	1.00	-	-	-	1.00
SOC000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	1.00	-	-	-	1.00
SOC000	20B10	ACCOUNTANT I	3.00	3.00	1.00	(2.00)	-	-	1.00
SOC000	20B11	ACCOUNTANT II	5.00	5.00	6.00	1.00	-	-	6.00
SOC000	20B12	ACCOUNTANT III	1.00	1.00	1.00	-	-	-	1.00
SOC000	20B93	FINANCE MANAGER II	2.00	2.00	2.00	-	-	-	2.00
SOC000	20B94	FINANCE MANAGER III	1.00	1.00	1.00	-	-	-	1.00
SOC000	20B95	FINANCE MANAGER I	1.00	1.00	2.00	1.00	-	-	2.00
SOC000	25E21	ELIGIBILITY SPECIALIST II	182.00	165.00	165.00	-	-	-	165.00
SOC000	25E22	ELIGIBILITY SPECIALIST III	111.00	100.00	100.00	-	-	-	100.00
SOC000	25E80	ELIGIBILITY SUPERVISOR	40.00	35.00	35.00	-	-	-	35.00
SOC000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	5.00	5.00	5.00	-	-	-	5.00
SOC000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	6.00	5.00	5.00	-	-	-	5.00
SOC000	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
SOC000	52E22	PUBLIC HEALTH NURSE II	2.00	2.00	2.00	-	-	-	2.00
SOC000	60C22	SOCIAL WORKER III	40.00	38.00	38.00	-	-	-	38.00
SOC000	60C24	SOCIAL WORKER V	92.00	88.00	88.00	-	-	-	88.00
SOC000	60C80	SOCIAL WORK SUPERVISOR I	8.00	8.00	8.00	-	-	-	8.00
SOC000	60C81	SOCIAL WORK SUPERVISOR II	19.00	19.00	19.00	-	-	-	19.00
SOC000	60D10	SOCIAL SERVICES AIDE I	1.00	1.00	1.00	-	-	-	1.00
SOC000	60D11	SOCIAL SERVICES AIDE II	66.00	64.00	64.00	-	-	-	64.00
SOC000	60H11	EMPLOYMENT & TRAINING WORKER II	1.00	-	-	-	-	-	-
SOC000	60H21	EMPLOYMENT & TRAINING WORKER III	34.00	32.00	32.00	-	-	-	32.00
SOC000	60H31	EMPLOYMENT & TRAINING SUPERVISOR	7.00	6.00	6.00	-	-	-	6.00
SOC000	60H32	SUPERVISING STAFF TRAINER	1.00	1.00	1.00	-	-	-	1.00
SOC000	60I01	DEPUTY DIRECTOR SOCIAL SERVICES	4.00	3.00	3.00	-	-	-	3.00
SOC000	60I02	PROGRAM MANAGER II	15.00	15.00	15.00	-	-	-	15.00
SOC000	60I03	ASSISTANT DEPUTY DIRECTOR SOCIAL SERVICES	2.00	1.00	1.00	-	-	-	1.00
SOC000	60U11	MILITARY & VETERANS REPRESENTATIVE II	2.00	2.00	2.00	-	-	-	2.00
SOC000	60U20	MILITARY & VETERAN AFFAIRS OFFICER	1.00	1.00	1.00	-	-	-	1.00
SOC000	60U21	MILITARY & VETERANS REPRESENTATIVE III	4.00	4.00	4.00	-	-	-	4.00
SOC000	60X01	COMMUNITY AFFILIATION MANAGER	2.00	2.00	2.00	-	-	-	2.00
SOC000	70A21	CUSTODIAN	1.00	-	-	-	-	-	-
SOC000	70F21	COURIER	1.00	1.00	1.00	-	-	-	1.00
SOC000	70F23	STOREKEEPER	2.00	2.00	2.00	-	-	-	2.00
SOC000	70F81	SUPERVISING STOREKEEPER	1.00	1.00	1.00	-	-	-	1.00
SOC000	70N01	OFFICE MAINTENANCE WORKER	2.00	2.00	2.00	-	-	-	2.00
SOC000	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	2.00	1.00	-	-	2.00
SOC000	72A81	BUILDING MAINTENANCE SUPERVISOR	-	-	1.00	1.00	-	-	1.00
SOC000	80A31	SECRETARY	13.00	11.00	11.00	-	-	-	11.00
SOC000	80A32	SENIOR SECRETARY	5.00	5.00	5.00	-	-	-	5.00
SOC000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	1.00	-	-	-	1.00
SOC000	80E21	OFFICE ASSISTANT II	81.00	71.00	71.00	-	-	-	71.00
SOC000	80E22	OFFICE ASSISTANT III	37.00	33.00	33.00	-	-	-	33.00
SOC000	80E80	PRINCIPAL OFFICE ASSISTANT	13.00	13.00	13.00	-	-	-	13.00
SOC000	80E81	SUPERVISING OFFICE ASSISTANT I	17.00	16.00	16.00	-	-	-	16.00
SOC000	80E82	SUPERVISING OFFICE ASSISTANT II	3.00	3.00	3.00	-	-	-	3.00
SOC000	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
SOC000	80J30	ACCOUNTING TECHNICIAN	6.00	6.00	6.00	-	-	-	6.00
SOC000		**Total Social Services**	**931.00**	**855.00**	**857.00**	**2.00**	**-**	**-**	**857.00**
LIB000	11A05	LIBRARY DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
LIB000	12C04	ASSISTANT LIBRARY DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
LIB000	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	1.00	-	-	-	1.00
LIB000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	-	-	-	-	-	-
LIB000	65A31	LIBRARIAN I	1.50	1.50	1.50	-	-	-	1.50
LIB000	65A33	LIBRARIAN II	10.00	11.00	11.00	-	-	-	11.00
LIB000	65A40	LIBRARIAN III	3.00	3.00	3.00	-	-	-	3.00
LIB000	65A85	MANAGING LIBRARIAN	2.00	2.00	2.00	-	-	-	2.00
LIB000	80C01	LIBRARY ASSISTANT I	4.50	4.50	4.50	-	-	-	4.50
LIB000	80C21	LIBRARY ASSISTANT II	28.00	28.00	28.70	.70	-	-	28.70
LIB000	80C22	LIBRARY ASSISTANT III	11.00	11.00	11.00	-	-	-	11.00
LIB000	80J21	ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
LIB000	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	1.00	-	-	-	1.00
LIB000		**Total Library**	**66.00**	**66.00**	**66.70**	**.70**	**-**	**-**	**66.70**
EXT000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	1.00	-	-	-	1.00
EXT000	80A31	SECRETARY	1.00	1.00	1.00	-	-	-	1.00
EXT000	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00

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EXT000		**Total Cooperative Extension Service**	**3.00**	**3.00**	**3.00**	**-**	**-**	**-**	**3.00**
NMC000	11A25	HOSPITAL CHIEF EXECUTIVE OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	12C28	HOSPITAL CHIEF NURSING OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	12C29	HOSPITAL ASSISTANT ADMINISTRATOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	14A11	PROJECT MANAGER II	1.00	1.00	-	(1.00)	-	-	-
NMC000	14A12	PROJECT MANAGER III	1.00	1.00	2.00	1.00	-	-	2.00
NMC000	14A70	HOSPITAL REVENUE CYCLE EXAMINER	2.00	1.00	1.00	-	-	-	1.00
NMC000	14A80	HOSPITAL DECISION SUPPORT MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14B01	HUMAN RESOURCES ANALYST I	4.00	4.00	4.00	-	-	-	4.00
NMC000	14B21	HUMAN RESOURCES ANALYST II	2.00	2.00	2.00	-	-	-	2.00
NMC000	14B28	SUPERVISING HUMAN RESOURCES ANALYST	1.00	1.00	1.00	-	-	-	1.00
NMC000	14B32	SENIOR HUMAN RESOURCES ANALYST	3.00	3.00	3.00	-	-	-	3.00
NMC000	14B66	DEPARTMENTAL HR MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14C30	MANAGEMENT ANALYST II	12.00	13.00	13.00	-	-	-	13.00
NMC000	14C31	MANAGEMENT ANALYST III	5.00	6.00	3.00	(3.00)	-	-	3.00
NMC000	14C36	HOSPITAL DECISION SUPPORT ANALYST	1.00	1.00	2.00	1.00	-	-	2.00
NMC000	14C52	PATIENT FINANCIAL SERVICES DIRECTOR	3.00	1.00	1.00	-	-	-	1.00
NMC000	14C60	HOSPITAL CHIEF FINANCIAL OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	2.00	2.00	2.00	-	-	-	2.00
NMC000	14C72	ADMINISTRATIVE SERVICES MANAGER	-	1.00	1.00	-	-	-	1.00
NMC000	14E20	BUYER II	6.00	5.00	5.00	-	-	-	5.00
NMC000	14E90	DIRECTOR OF MATERIAL MANAGEMENT	1.00	1.00	1.00	-	-	-	1.00
NMC000	14G02	MANAGEMENT ANALYST I	2.00	1.00	1.00	-	-	-	1.00
NMC000	14H03	HUMAN RESOURCES TECHNICIAN-CONFIDENTIAL	5.00	6.00	5.00	(1.00)	-	-	5.00
NMC000	14H24	EDUCATOR AND VOLUNTEER COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	14H60	DIRECTOR OF MARKETING AND COMMUNITY RELATIONS	1.00	1.00	1.00	-	-	-	1.00
NMC000	14H65	MEDICAL STAFF COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K26	MANAGED CARE OPERATIONS MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K31	MANAGER OF DIAGNOSTIC IMAGING SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K32	BEHAVIORAL HEALTH SERVICES MANAGER I	1.50	1.50	1.50	-	-	-	1.50
NMC000	14K33	HOSP DIRECTOR OF ENGINEERING AND SAFETY	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K35	NMC HUMAN RESOURCES ADMINISTRATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K43	HOSPITAL CHIEF INFORMATION OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K67	HOSPITAL PURCHASING & MATERIALS SUPPORT DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	14K72	HOSPITAL CHIEF MEDICAL INFORMATION OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M02	HOSPITAL INTERPRETER SERVICES MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M30	TRAUMA PROGRAM MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M31	HOSPITAL DIRECTOR OF NURSING EDUCATION	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M33	HOSPITAL MEDICAL INTERPRETATION COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M43	HOSPITAL PATIENT SAFETY MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14M44	HOSPITAL COMPLIANCE OFFICER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14N11	OUTPATIENT SERVICES MANAGER II	2.00	2.00	3.00	1.00	-	-	3.00
NMC000	14N30	HOSPITAL PATIENT ADMITTING MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	14N31	HOSPITAL DIRECTOR OF ENVIRONMENTAL SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	14P10	DIRECTOR OF MEDICAL CENTER PHYSICIAN SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	16C53	INFORMATION TECHNOLOGY SYSTEMS ANALYST I	4.00	4.00	4.00	-	-	-	4.00
NMC000	16C55	INFORMATION TECHNOLOGY SYSTEMS ANALYST III	2.00	2.00	2.00	-	-	-	2.00
NMC000	16C61	HOSPITAL SOFTWARE ANALYST II	4.00	4.00	3.00	(1.00)	-	-	3.00
NMC000	16C62	HOSPITAL SOFTWARE ANALYST III	11.00	11.00	11.00	-	-	-	11.00
NMC000	16E50	HOSPITAL SECURITY & DATABASE ADMINISTRATOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	20B12	ACCOUNTANT III	2.00	2.00	1.00	(1.00)	-	-	1.00
NMC000	20B91	CHIEF HOSPITAL ACCOUNTANT	1.00	1.00	1.00	-	-	-	1.00
NMC000	20B92	HOSPITAL CONTROLLER	1.00	1.00	1.00	-	-	-	1.00
NMC000	20B94	FINANCE MANAGER III	1.00	1.00	1.00	-	-	-	1.00
NMC000	20B95	FINANCE MANAGER I	1.00	-	-	-	-	-	-
NMC000	41K01	HOSPITAL NETWORK & SYSTEMS ENGINEER	1.00	-	-	-	-	-	-
NMC000	43G01	INFORMATION TECHNOLOGY MANAGER	2.00	2.00	2.00	-	-	-	2.00
NMC000	43G04	INFORMATION TECHNOLOGY PROJECT MANAGER III	2.00	2.00	1.00	(1.00)	-	-	1.00
NMC000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	50A21	PHARMACIST I	12.20	11.20	11.20	-	-	-	11.20
NMC000	50A23	PHARMACY DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	50A25	CLINICAL PHARMACY COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	50A26	PHARMACY INFORMATICIST	-	1.00	1.00	-	-	-	1.00
NMC000	50D11	MEDICAL LABORATORY TECHNICIAN	1.80	1.80	.80	(1.00)	-	-	.80
NMC000	50D12	CERTIFIED PHLEBOTOMY TECHNICIAN	21.90	21.90	21.90	-	-	-	21.90
NMC000	50D13	SENIOR CERTIFIED PHLEBOTOMY TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
NMC000	50D14	SUPERVISING CERTIFIED PHLEBOTOMY TECHNICIAN	-	1.00	1.00	-	-	-	1.00
NMC000	50D21	CLINICAL LABORATORY SCIENTIST	15.00	15.00	16.00	1.00	-	-	16.00

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NMC000	50D22	SENIOR CLINICAL LABORATORY SCIENTIST	8.00	8.00	8.00	-	-	-	8.00
NMC000	50D23	SUPERVISING CLINICAL LABORATORY SCIENTIST	2.00	1.00	1.00	-	-	-	1.00
NMC000	50D80	CLINICAL LABORATORY MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	50F10	SUPERVISING THERAPIST	2.00	2.00	2.00	-	-	-	2.00
NMC000	50F20	OCCUPATIONAL THERAPIST	11.40	12.40	11.40	(1.00)	-	-	11.40
NMC000	50G11	PHYSICAL THERAPIST	13.80	14.80	14.80	-	-	-	14.80
NMC000	50G41	SPEECH PATHOLOGIST	6.00	5.00	5.00	-	-	-	5.00
NMC000	50G95	REHABILITATIVE SERVICES MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	50K19	HEALTH EDUCATION ASSISTANT	5.00	5.00	7.00	2.00	-	-	7.00
NMC000	50K23	SENIOR HEALTH EDUCATOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	50P21	RESPIRATORY CARE PRACTITIONER	22.00	22.00	22.00	-	-	-	22.00
NMC000	50P22	SENIOR RESPIRATORY CARE PRACTITIONER	1.00	1.00	1.00	-	-	-	1.00
NMC000	50P24	SUPERVISING RESPIRATORY CARE PRACTITIONER	1.00	1.00	1.00	-	-	-	1.00
NMC000	50P80	DIRECTOR OF RESPIRATORY CARE SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	50R18	INTERVENTIONAL RADIOLOGIC TECHNOLOGIST	5.60	5.60	5.60	-	-	-	5.60
NMC000	50R20	SENIOR INTERVENTIONAL RADIOLOGIC TECHNOLOGIST	1.00	1.00	1.00	-	-	-	1.00
NMC000	50R21	RADIOLOGIC TECHNOLOGIST	21.40	21.40	21.40	-	-	-	21.40
NMC000	50R22	SENIOR RADIOLOGIC TECHNOLOGIST	5.00	5.00	5.00	-	-	-	5.00
NMC000	50R25	DIAGNOSTIC IMAGING SUPERVISOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	50R31	SONOGRAPHER	6.60	6.60	6.60	-	-	-	6.60
NMC000	50R32	SENIOR SONOGRAPHER	1.00	1.00	1.00	-	-	-	1.00
NMC000	50R35	CARDIAC SONOGRAPHER	4.50	4.50	4.50	-	-	-	4.50
NMC000	50R41	NUCLEAR MEDICINE TECHNOLOGIST	1.00	1.00	1.00	-	-	-	1.00
NMC000	50T03	HEALTH INFORMATION MANAGEMENT CODER II	9.00	1.00	1.00	-	-	-	1.00
NMC000	50T06	CERTIFIED HEALTH INFORMATION MANAGEMENT CODER-INPATIENT	-	7.00	7.00	-	-	-	7.00
NMC000	50T07	TRAUMA REGISTRAR	-	3.00	3.00	-	-	-	3.00
NMC000	50T22	HEALTH INFORMATION MANAGEMENT CODING SUPERVISOR	1.00	-	-	-	-	-	-
NMC000	50T23	CERTIFIED HEALTH INFORMATION MANAGEMENT CODING SUPERVISOR	-	1.00	1.00	-	-	-	1.00
NMC000	50T41	DIRECTOR OF HEALTH INFORMATION MANAGEMENT	1.00	1.00	1.00	-	-	-	1.00
NMC000	50U17	PHYSICAL THERAPIST ASSISTANT	6.00	5.00	5.00	-	-	-	5.00
NMC000	50U18	PHARMACY TECHNICIAN	14.10	14.10	14.10	-	-	-	14.10
NMC000	50U20	NURSING ASSISTANT	102.20	101.30	101.30	-	-	-	101.30
NMC000	50U23	OBSTETRICAL TECHNICIAN	6.30	6.30	6.30	-	-	-	6.30
NMC000	50U25	ORTHOPEDIC TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
NMC000	50U26	SENIOR OBSTETRICAL TECHNICIAN	.90	.90	.90	-	-	-	.90
NMC000	50U27	SURGICAL TECHNICIAN	11.60	11.60	11.60	-	-	-	11.60
NMC000	50U28	SENIOR PHARMACY TECHNICIAN	2.00	2.00	2.00	-	-	-	2.00
NMC000	50U29	ENDOSCOPY TECHNICIAN	1.90	1.90	1.90	-	-	-	1.90
NMC000	50U30	DIETITIAN AIDE	6.00	6.00	6.00	-	-	-	6.00
NMC000	50U31	ANESTHESIA TECHNICIAN	1.80	1.80	1.80	-	-	-	1.80
NMC000	50U42	MEDICAL ASSISTANT	7.70	7.70	5.70	(2.00)	-	-	5.70
NMC000	50U45	CERTIFIED STERILE PROCESSING TECHNICIAN	5.80	5.80	5.80	-	-	-	5.80
NMC000	50U46	SENIOR CERTIFIED STERILE PROCESSING TECHNICIAN	1.00	1.00	1.00	-	-	-	1.00
NMC000	50U51	TELEMETRY TECHNICIAN	5.70	5.70	5.70	-	-	-	5.70
NMC000	50Y21	DIETITIAN	5.40	5.50	5.50	-	-	-	5.50
NMC000	50Y31	SUPERVISING DIETITIAN	1.00	1.00	1.00	-	-	-	1.00
NMC000	52A02	LICENSED VOCATIONAL NURSE	12.80	12.80	12.80	-	-	-	12.80
NMC000	52A16	SUPERVISING NURSE I	15.40	15.70	15.70	-	-	-	15.70
NMC000	52A17	SUPERVISING NURSE II	1.90	2.00	2.00	-	-	-	2.00
NMC000	52A19	STAFF NURSE II	374.60	368.45	367.45	(1.00)	-	-	367.45
NMC000	52A20	STAFF NURSE III	39.30	40.50	41.40	.90	-	-	41.40
NMC000	52A21	CLINIC NURSE	3.00	3.00	1.00	(2.00)	-	-	1.00
NMC000	52A22	SENIOR CLINIC NURSE	14.90	14.90	14.40	(.50)	-	-	14.40
NMC000	52A31	INFECTION CONTROL NURSE	2.00	2.00	2.00	-	-	-	2.00
NMC000	52A33	CASE MANAGEMENT NURSE	14.50	15.50	15.50	-	-	-	15.50
NMC000	52A34	UTILIZATION MANAGEMENT COORDINATOR	2.00	2.00	2.00	-	-	-	2.00
NMC000	52A35	CLINICAL INFORMATICS MANAGER	-	1.00	1.00	-	-	-	1.00
NMC000	52A50	HOSPITAL QUALITY ASSURANCE NURSE	8.40	7.40	7.40	-	-	-	7.40
NMC000	52A60	Clinical Nurse Specialist	4.00	4.00	4.00	-	-	-	4.00
NMC000	52A83	SUPERVISING CLINIC NURSE	2.00	2.00	3.00	1.00	-	-	3.00
NMC000	52A84	HOSPITAL QUALITY DIRECTOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	52A88	NURSING SERVICES DIVISION MANAGER	6.00	6.00	6.00	-	-	-	6.00
NMC000	52A89	ADMIN NURSE/HOUSE SUPV	6.30	6.30	5.00	(1.30)	-	-	5.00
NMC000	52A92	NURSING SERVICES UNIT MANAGER	2.00	-	-	-	-	-	-
NMC000	52A96	DIRECTOR OF SURGICAL SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	52A97	CLINIC NURSE PRACTITIONER	2.00	2.00	2.00	-	-	-	2.00
NMC000	52A98	HOSPITAL NURSE PRACTITIONER	14.50	13.50	13.50	-	-	-	13.50
NMC000	54A03	RESIDENT PHYSICIAN III	33.00	33.00	31.00	(2.00)	-	-	31.00
NMC000	54B10	CHIEF OB/GYN SURGEON	1.00	1.00	1.00	-	-	-	1.00
NMC000	54B11	UROLOGIST	1.00	1.00	-	(1.00)	-	-	-
NMC000	54B12	CONTRACT PHYSICIAN	65.10	68.10	60.10	(8.00)	-	-	60.10
NMC000	54B15	NEUROSURGEON	1.00	1.00	-	(1.00)	-	-	-
NMC000	54B16	TRAUMA SURGEON	2.00	2.00	-	(2.00)	-	-	-
NMC000	54B17	VASCULAR SURGEON	1.00	1.00	-	(1.00)	-	-	-
NMC000	54B20	CONTRACT PHYSICIAN - SPECIALTY SERVICES	-	-	3.00	3.00	-	-	3.00
NMC000	54B70	Hospital Chief Medical Officer	1.00	1.00	1.00	-	-	-	1.00
NMC000	54B82	CHIEF OF SURGERY	1.00	1.00	1.00	-	-	-	1.00
NMC000	54B89	CLINIC PHYSICIAN I	-	-	3.00	3.00	-	-	3.00
NMC000	54B92	ASSISTANT DIRECTOR FAMILY PRACTICE RESIDENCY PROGRAM	1.00	1.00	1.00	-	-	-	1.00
NMC000	54C03	CLINIC PHYSICIAN ASSISTANT	3.00	3.00	3.00	-	-	-	3.00
NMC000	60B21	PSYCHIATRIC SOCIAL WORKER II	6.90	8.90	9.30	.40	-	-	9.30

Fiscal Year 2026-27 Adopted Budget
Countywide Position Summary

Exhibit 1

Dept	Classification Code	Classification Label	Adopted Budget 2024-2025	Adopted Budget 2025-2026	Recommended Budget 2026-2027	Change from Adopted FY 2026 to Rec. FY 2027	Clerical Modifications	Board Hearing Modifications	Adopted FY 2026-27
NMC000	60C24	SOCIAL WORKER V	6.00	7.00	7.00	-	-	-	7.00
NMC000	60C81	SOCIAL WORK SUPERVISOR II	2.00	2.00	2.00	-	-	-	2.00
NMC000	60Y01	SPIRITUAL CARE ADVISOR	-	1.00	1.00	-	-	-	1.00
NMC000	70A10	HOSPITAL ENVIRONMENTAL SERVICES AIDE	59.90	59.90	57.90	(2.00)	-	-	57.90
NMC000	70A12	HOSPITAL SENIOR ENVIRONMENTAL SERVICES AIDE	3.80	3.80	3.80	-	-	-	3.80
NMC000	70A13	HOSPITAL SUPERVISING ENVIRONMENTAL SERVICES AIDE	2.00	3.00	3.00	-	-	-	3.00
NMC000	70C20	SENIOR GROUNDSKEEPER	1.00	-	-	-	-	-	-
NMC000	70C22	GROUNDSKEEPER-SB525	-	1.00	1.00	-	-	-	1.00
NMC000	70F21	COURIER	1.00	-	-	-	-	-	-
NMC000	70F22	COURIER-SB525	-	1.00	1.00	-	-	-	1.00
NMC000	70F23	STOREKEEPER	13.00	-	-	-	-	-	-
NMC000	70F24	STOREKEEPER-SB525	-	11.00	11.00	-	-	-	11.00
NMC000	70F81	SUPERVISING STOREKEEPER	2.00	-	-	-	-	-	-
NMC000	70F85	SUPERVISING STOREKEEPER-SB525	-	1.00	1.00	-	-	-	1.00
NMC000	70K21	FOOD SERVICE WORKER	19.50	19.50	19.50	-	-	-	19.50
NMC000	70K23	COOK	5.00	5.00	5.00	-	-	-	5.00
NMC000	70K25	SENIOR COOK	2.00	2.00	2.00	-	-	-	2.00
NMC000	70K80	HEAD COOK	2.00	2.00	2.00	-	-	-	2.00
NMC000	70K84	HOSPITAL DIRECTOR OF FOOD SERVICES	1.00	1.00	1.00	-	-	-	1.00
NMC000	70M02	PATIENT TRANSPORTER	6.00	6.00	6.00	-	-	-	6.00
NMC000	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	1.00	-	-	-	1.00
NMC000	72A24	MAINTENANCE PAINTER	2.00	2.00	2.00	-	-	-	2.00
NMC000	72A80	HOSPITAL MAINTENANCE SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	72A87	PHYSICAL PLANT MANAGER	1.00	1.00	1.00	-	-	-	1.00
NMC000	72C19	HOSPITAL MAINTENANCE MECHANIC	9.00	9.00	9.00	-	-	-	9.00
NMC000	80A32	SENIOR SECRETARY	7.00	4.00	4.00	-	-	-	4.00
NMC000	80A33	ADMINISTRATIVE SECRETARY	2.00	2.00	2.00	-	-	-	2.00
NMC000	80A34	SENIOR SECRETARY-CONFIDENTIAL	1.00	-	-	-	-	-	-
NMC000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	3.00	-	-	-	-	-	-
NMC000	80E21	OFFICE ASSISTANT II	7.00	-	-	-	-	-	-
NMC000	80E22	OFFICE ASSISTANT III	16.30	-	-	-	-	-	-
NMC000	80E24	OFFICE ASSISTANT II-SB525	-	6.00	6.00	-	-	-	6.00
NMC000	80E25	OFFICE ASSISTANT III-SB525	-	18.00	17.00	(1.00)	-	-	17.00
NMC000	80E80	PRINCIPAL OFFICE ASSISTANT	20.25	1.00	-	(1.00)	-	-	-
NMC000	80E81	SUPERVISING OFFICE ASSISTANT I	1.00	-	-	-	-	-	-
NMC000	80E82	SUPERVISING OFFICE ASSISTANT II	2.00	-	-	-	-	-	-
NMC000	80E85	PRINCIPAL OFFICE ASSISTANT-SB525	-	24.00	22.00	(2.00)	-	-	22.00
NMC000	80E86	SUPERVISING OFFICE ASSISTANT I-SB525	-	1.00	1.00	-	-	-	1.00
NMC000	80E87	SUPERVISING OFFICE ASSISTANT II-SB525	-	2.00	2.00	-	-	-	2.00
NMC000	80G21	DATA ENTRY OPERATOR II	1.00	-	-	-	-	-	-
NMC000	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	80J22	SENIOR ACCOUNT CLERK	4.00	3.00	3.00	-	-	-	3.00
NMC000	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	4.00	-	-	-	4.00
NMC000	80K21	MEDICAL UNIT CLERK	29.60	34.50	34.50	-	-	-	34.50
NMC000	80K23	HOSPITAL MEDICAL INTERPRETER	11.60	12.00	8.60	(3.40)	-	-	8.60
NMC000	80K25	CLINIC OPERATIONS SUPERVISOR	2.00	2.00	1.00	(1.00)	-	-	1.00
NMC000	80K26	HOSPITAL SENIOR MEDICAL INTERPRETER	-	2.00	2.00	-	-	-	2.00
NMC000	80L02	PATIENT SERVICES REPRESENTATIVE II	63.70	56.70	55.70	(1.00)	-	-	55.70
NMC000	80L03	SENIOR PATIENT SERVICES REPRESENTATIVE	4.00	7.00	7.00	-	-	-	7.00
NMC000	80L04	SUPERVISING PATIENT SERVICES REPRESENTATIVE	4.00	4.00	4.00	-	-	-	4.00
NMC000	80M02	PATIENT FINANCIAL SERVICES SPECIALIST II	30.40	31.80	29.90	(1.90)	-	-	29.90
NMC000	80M03	SENIOR PATIENT FINANCIAL SERVICES SPECIALIST	3.00	3.00	3.00	-	-	-	3.00
NMC000	80M05	PATIENT ACCOUNT MANAGER	2.00	2.00	2.00	-	-	-	2.00
NMC000	80U11	HOSPITAL COMMUNICATIONS OPERATOR	7.00	7.00	7.00	-	-	-	7.00
NMC000	80U14	HOSPITAL SUPERVISING COMMUNICATIONS OPERATOR	1.00	1.00	1.00	-	-	-	1.00
NMC000	99ZWC	ALLOCATION ON LOAN WORK COMP	-	8.10	-	(8.10)	-	-	-
NMC000	99ZXX	ALLOCATION ON LOAN XX	-	1.00	-	(1.00)	-	-	-
NMC000		**Total Natividad Medical Center**	**1501.75**	**1508.65**	**1468.75**	**(39.90)**	**-**	**-**	**1468.75**
		Grand Total	**5897.55**	**5810.90**	**5700.80**	**(110.10)**	**2.00**	**6.50**	**5709.30**

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

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

a. Adopt and approve the County of Monterey Behavioral Health Services Act (BHSA) Three-Year Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan);
b. Authorize the Chair of the Board of Supervisors to execute the official Board of Supervisors Certification (attached), as recommended by the Behavioral Health Director, attesting that the Board of Supervisors has reviewed and approved this Integrated Plan and the County will meet its realignment obligations pursuant to Welfare & Institutions Code section 14197.71 or other applicable guidance, without utilizing waitlists;
c. Authorize the Behavioral Health Director and the County Administrator Officer or their designee to submit the approved Integrated Plan to the California Department of Health Care Services (DHCS), and to execute all required DHCS certifications, assurances, and related documents necessary for submission and approval; and
d. Authorize the Behavioral Health Director to execute non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS, provided that such changes do not materially alter the scope, funding priorities, or policy direction of the approved Integrated Plan.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Adopt and approve the County of Monterey Behavioral Health Services Act (BHSA) Three-Year Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan);
b. Authorize the Chair of the Board of Supervisors to execute the official Board of Supervisors Certification (attached), as recommended by the Behavioral Health Director, attesting that the Board of Supervisors has reviewed and approved this Integrated Plan and the County will meet its realignment obligations pursuant to Welfare & Institutions Code section 14197.71 or other applicable guidance, without utilizing waitlists;
c. Authorize the Behavioral Health Director and the County Administrator Officer or their designee to submit the approved Integrated Plan to the California Department of Health Care Services (DHCS), and to execute all required DHCS certifications, assurances, and related documents necessary for submission and approval; and
d. Authorize the Behavioral Health Director to execute non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS, provided that such changes do not materially alter the scope, funding priorities, or policy direction of the approved Integrated Plan.

SUMMARY:

In March 2024, California voters approved Proposition 1, which enacted the Behavioral Health Services Act (BHSA), significantly restructuring the former Mental Health Services Act (MHSA) and establishing a unified framework for mental health and substance use disorder (SUD) services. The

reform also introduced new planning, accountability, and fiscal requirements for counties, including a consolidated Integrated Plan structure and expanded statewide reporting and oversight requirements. The BHSA Three-Year Integrated Plan and Budget is a state-required standardized template used by counties to document service strategy, funding allocations, and compliance with California Department of Health Care Services (DHCS) planning requirements.

Pursuant to DHCS requirements, the final BHSA Three-Year Integrated Plan and Budget (Integrated Plan) must be submitted no later than June 30, 2026. In preparation for implementation, the County of Monterey Health Department Behavioral Health Bureau has engaged in a multi-phase planning and transition process to align services, contracts, workforce development, and fiscal systems with BHSA requirements.

The BHSA Three-Year Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan) is the County's first comprehensive plan under the BHSA framework and replaces the prior MHSA planning and expenditure reporting structure.

DISCUSSION:
Consistent with applicable Community Program Planning Requirements and DHCS guidance, the County of Monterey Health Department Behavioral Health Bureau (BHB) conducted a comprehensive Community Program Planning (CPP) process to inform development of the BHSA Three-Year Integrated Plan. The CPP process included community listening sessions, stakeholder meetings, monthly Behavioral Health Treatment (BHT) Collaborative meetings from November 2025 through March 2026, meetings with providers of Prevention and Early Intervention (PEI) services impacted by BHSA-related funding transitions in early 2026, public outreach, and opportunities for written public comment throughout Monterey County. Major planning milestones included stakeholder engagement and community outreach conducted from Fall 2024 through Spring 2025, release of the Draft BHSA Three-Year Integrated Plan on April 3, 2026, a 45-day public comment period from April 3, 2026, through May 18, 2026, and the Behavioral Health Commission public hearing held on May 28, 2026.

The BHSA Three-Year Integrated Plan establishes Monterey County's strategic framework for the delivery of behavioral health services across mental health and substance use disorder systems for Fiscal Years 2026-27 through 2028-29. The Integrated Plan includes a comprehensive community needs assessment analyzing behavioral health needs and disparities across Monterey County populations, geographic regions, and service systems using epidemiological data, stakeholder feedback, and community planning input. The Integrated Plan also outlines the County's behavioral health service delivery strategy, including Full-Service Partnerships (FSPs), prevention and early intervention services, outreach, crisis response, and substance use disorder treatment services. Additional components include workforce, education, and training strategies focused on recruitment, retention, peer support development, and culturally responsive workforce initiatives; innovation and quality improvement activities emphasizing evidence-based practices and outcome measurement; a three-year budget projection for BHSA revenues and expenditures; and a compliance strategy for statewide behavioral health accountability, reporting, and transparency requirements.

Consistent with BHSA priorities, the Integrated Plan emphasizes services for individuals with the

highest behavioral health needs, including those experiencing homelessness, serious mental illness, co-occurring serious mental health and substance use disorders, justice-system involvement, and repeated utilization of acute care systems. Priority populations identified through the CPP process include adults with serious mental illness, particularly individuals experiencing homelessness or instability; transition age youth with co-occurring behavioral health needs; children, youth, and families in need of prevention and early intervention services; older adults experiencing isolation, chronic illness, and behavioral health challenges; individuals requiring integrated mental health and substance use disorder treatment; and rural, agricultural, Spanish-speaking, and Indigenous-language-speaking communities experiencing barriers to behavioral health access.

The BHSA Three-Year Integrated Plan includes projected revenues and expenditures for Fiscal Years 2026-27 through 2028-29. BHSA funding continues to be derived from the statewide 1% income tax on personal income above $1 million established under Proposition 63 and modified through Proposition 1. The Integrated Plan's budget reflects projected state allocations, required prudent reserve funding, maintenance of effort obligations, and anticipated expenditure across BHSA service categories. The Integrated Plan's budget serves as a planning document and does not constitute final appropriation authority. Annual appropriations will continue to be incorporated through the County's annual budget process and remain subject to approval by the Board of Supervisors.

During the 45-day public comment period, the County received feedback from consumers, family members, providers, advocates, and community stakeholders through written comments, community meetings, and public engagement activities. Common themes identified through public comment included support for expanded crisis response and stabilization services, requests for increased culturally and linguistically responsive services, expansion of peer support and lived-experience-informed services, increased outpatient and step-down services following psychiatric hospitalization, and improved coordination between behavioral health, housing, and homelessness systems. All comments received during the public comment period were reviewed and considered during finalization of the Integrated Plan. A summary of public comments and County responses was presented to the Monterey County Behavioral Health Commission during its public hearing on May 28, 2026, and is included beginning on page 68 under table "7. Stakeholder Input" of Attachment A.

On May 28, 2026, the Monterey County Behavioral Health Commission conducted a public hearing on the Draft BHSA Three-Year Integrated Plan and Budget. Following receipt of public testimony, presentation of the public comment summary and County responses, and staff presentation, the Commission confirmed that the public hearing was held in accordance with applicable requirements.

Following the close of the public comment period and the Behavioral Health Commission public hearing, MCBH reviewed all comments and recommendations received from community members, stakeholders, providers, advocates, and Commissioners. Where appropriate and consistent with BHSA requirements, DHCS guidance, available funding, and the scope of the Integrated Plan, feedback-informed revisions, clarifications, and enhancements to the final Integrated Plan were made. The final Integrated Plan presented to the Board reflects consideration of public input received through the Community Program Planning process, written public comments, testimony provided during the Behavioral Health Commission public hearing, recommendations made by the Behavioral Health Commissioners at the public hearing, and technical feedback received from DHCS during its review of

the draft Integrated Plan. Revisions incorporated into the final Integrated Plan are highlighted in Attachment A for ease of reference.

The County submitted a draft BHSA Three-Year Integrated Plan to DHCS on March 30, 2026. Following DHCS review, the draft Plan was returned twice for technical corrections, clarifications, and required updates associated with evolving state guidance and implementation requirements. The proposed final BHSA Three-Year Integrated Plan and Budget incorporates these DHCS-required revisions and updates and is being presented to the Board for approval and subsequent submission to DHCS for final review and certification.

The Board of Supervisors, as outlined DHCS's policy manual, is required to confirm in each integrated plan that the County will meet their realignment obligations (WIC section 14197.71, subdivision (c)(2)). Accordingly, the Board of Supervisors is asked to attest that the County is meeting their realignment obligations, including but not limited to time and distance standards and appointment time standards as set forth WIC section 14197.71, or other applicable guidance, without utilizing waitlists. The Behavioral Health Director has confirmed the County is meeting these requirements.

Upon Board adoption and approval, the final Integrated Plan will be submitted to the DHCS for review and certification consistent with BHSA statutory and regulatory requirements. Pursuant to DHCS guidance, counties are required to submit their final BHSA Three-Year Integrated Plans and Budgets to DHCS no later than June 30, 2026.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal: Deepen organizational effectiveness and support long-term sustainability. It also supports Essential Public Health Service No. 6: Utilize legal and regulatory actions designed to improve and protect the public's health.

OTHER AGENCY INVOLVEMENT:
The Monterey County Behavioral Health Commission reviewed the Draft BHSA Three-Year Integrated Plan and Budget and conducted the required public hearing on May 28, 2026, with engagement from community-based organizations, contracted providers, stakeholders, and system partners throughout the planning process.

County Counsel has reviewed and approved as to legal form.

FINANCING:
There is no additional impact to the County General Fund associated with the recommended action. The BHSA Three-Year Integrated Plan is funded through Monterey County's BHSA allocation derived from statewide Proposition 63 and Proposition 1 revenues.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors Strategic Plan goal of promoting community well-being through coordinated behavioral health planning, service delivery, accountability, and long-term system sustainability.

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

Prepared By: Melanie Rhodes, Behavioral Health Bureau Chief/Director, 755-1742
Fabricio Chombo, Behavioral Health Assistant Bureau Chief, 755-4579
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A: Monterey County BHSA Three-Year Integrated Plan (FY 2026-27 through FY 2028-29) - Full Document Including Summary of Public Comments
Attachment B: Monterey County BHSA Three-Year Integrated Plan Budget (FY 2026-27 through FY 2028-29)
Attachment C: Behavioral Health Commission Letter (May 28, 2025)
Attachment D: Board of Supervisors Certification Form
Attachment E: PowerPoint Presentation

Introduced: 6/1/2026 **Current Status:** Agenda Ready

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

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c. Authorize the Behavioral Health Director and the County Administrator Officer or their designee to submit the approved Integrated Plan to the California Department of Health Care Services (DHCS), and to execute all required DHCS certifications, assurances, and related documents necessary for submission and approval; and
d. Authorize the Behavioral Health Director to execute non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS, provided that such changes do not materially alter the scope, funding priorities, or policy direction of the approved Integrated Plan.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Adopt and approve the County of Monterey Behavioral Health Services Act (BHSA) Three-Year Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan);
b. Authorize the Chair of the Board of Supervisors to execute the official Board of Supervisors Certification (attached), as recommended by the Behavioral Health Director, attesting that the Board of Supervisors has reviewed and approved this Integrated Plan and the County will meet its realignment obligations pursuant to Welfare & Institutions Code section 14197.71 or other applicable guidance, without utilizing waitlists;
c. Authorize the Behavioral Health Director and the County Administrator Officer or their designee to submit the approved Integrated Plan to the California Department of Health Care Services (DHCS), and to execute all required DHCS certifications, assurances, and related documents necessary for submission and approval; and
d. Authorize the Behavioral Health Director to execute non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS, provided that such changes do not materially alter the scope, funding priorities, or policy direction of the approved Integrated Plan.

SUMMARY:

In March 2024, California voters approved Proposition 1, which enacted the Behavioral Health Services Act (BHSA), significantly restructuring the former Mental Health Services Act (MHSA) and establishing a unified framework for mental health and substance use disorder (SUD) services. The

reform also introduced new planning, accountability, and fiscal requirements for counties, including a consolidated Integrated Plan structure and expanded statewide reporting and oversight requirements. The BHSA Three-Year Integrated Plan and Budget is a state-required standardized template used by counties to document service strategy, funding allocations, and compliance with California Department of Health Care Services (DHCS) planning requirements.

Pursuant to DHCS requirements, the final BHSA Three-Year Integrated Plan and Budget (Integrated Plan) must be submitted no later than June 30, 2026. In preparation for implementation, the County of Monterey Health Department Behavioral Health Bureau has engaged in a multi-phase planning and transition process to align services, contracts, workforce development, and fiscal systems with BHSA requirements.

The BHSA Three-Year Integrated Plan and Budget for Fiscal Years 2026-27 through 2028-29 (Integrated Plan) is the County's first comprehensive plan under the BHSA framework and replaces the prior MHSA planning and expenditure reporting structure.

DISCUSSION:
Consistent with applicable Community Program Planning Requirements and DHCS guidance, the County of Monterey Health Department Behavioral Health Bureau (BHB) conducted a comprehensive Community Program Planning (CPP) process to inform development of the BHSA Three-Year Integrated Plan. The CPP process included community listening sessions, stakeholder meetings, monthly Behavioral Health Treatment (BHT) Collaborative meetings from November 2025 through March 2026, meetings with providers of Prevention and Early Intervention (PEI) services impacted by BHSA-related funding transitions in early 2026, public outreach, and opportunities for written public comment throughout Monterey County. Major planning milestones included stakeholder engagement and community outreach conducted from Fall 2024 through Spring 2025, release of the Draft BHSA Three-Year Integrated Plan on April 3, 2026, a 45-day public comment period from April 3, 2026, through May 18, 2026, and the Behavioral Health Commission public hearing held on May 28, 2026.

The BHSA Three-Year Integrated Plan establishes Monterey County's strategic framework for the delivery of behavioral health services across mental health and substance use disorder systems for Fiscal Years 2026-27 through 2028-29. The Integrated Plan includes a comprehensive community needs assessment analyzing behavioral health needs and disparities across Monterey County populations, geographic regions, and service systems using epidemiological data, stakeholder feedback, and community planning input. The Integrated Plan also outlines the County's behavioral health service delivery strategy, including Full-Service Partnerships (FSPs), prevention and early intervention services, outreach, crisis response, and substance use disorder treatment services. Additional components include workforce, education, and training strategies focused on recruitment, retention, peer support development, and culturally responsive workforce initiatives; innovation and quality improvement activities emphasizing evidence-based practices and outcome measurement; a three-year budget projection for BHSA revenues and expenditures; and a compliance strategy for statewide behavioral health accountability, reporting, and transparency requirements.

Consistent with BHSA priorities, the Integrated Plan emphasizes services for individuals with the

highest behavioral health needs, including those experiencing homelessness, serious mental illness, co-occurring serious mental health and substance use disorders, justice-system involvement, and repeated utilization of acute care systems. Priority populations identified through the CPP process include adults with serious mental illness, particularly individuals experiencing homelessness or instability; transition age youth with co-occurring behavioral health needs; children, youth, and families in need of prevention and early intervention services; older adults experiencing isolation, chronic illness, and behavioral health challenges; individuals requiring integrated mental health and substance use disorder treatment; and rural, agricultural, Spanish-speaking, and Indigenous-language-speaking communities experiencing barriers to behavioral health access.

The BHSA Three-Year Integrated Plan includes projected revenues and expenditures for Fiscal Years 2026-27 through 2028-29. BHSA funding continues to be derived from the statewide 1% income tax on personal income above $1 million established under Proposition 63 and modified through Proposition 1. The Integrated Plan's budget reflects projected state allocations, required prudent reserve funding, maintenance of effort obligations, and anticipated expenditure across BHSA service categories. The Integrated Plan's budget serves as a planning document and does not constitute final appropriation authority. Annual appropriations will continue to be incorporated through the County's annual budget process and remain subject to approval by the Board of Supervisors.

During the 45-day public comment period, the County received feedback from consumers, family members, providers, advocates, and community stakeholders through written comments, community meetings, and public engagement activities. Common themes identified through public comment included support for expanded crisis response and stabilization services, requests for increased culturally and linguistically responsive services, expansion of peer support and lived-experience-informed services, increased outpatient and step-down services following psychiatric hospitalization, and improved coordination between behavioral health, housing, and homelessness systems. All comments received during the public comment period were reviewed and considered during finalization of the Integrated Plan. A summary of public comments and County responses was presented to the Monterey County Behavioral Health Commission during its public hearing on May 28, 2026, and is included beginning on page 68 under table "7. Stakeholder Input" of Attachment A.

On May 28, 2026, the Monterey County Behavioral Health Commission conducted a public hearing on the Draft BHSA Three-Year Integrated Plan and Budget. Following receipt of public testimony, presentation of the public comment summary and County responses, and staff presentation, the Commission confirmed that the public hearing was held in accordance with applicable requirements.

Following the close of the public comment period and the Behavioral Health Commission public hearing, MCBH reviewed all comments and recommendations received from community members, stakeholders, providers, advocates, and Commissioners. Where appropriate and consistent with BHSA requirements, DHCS guidance, available funding, and the scope of the Integrated Plan, feedback-informed revisions, clarifications, and enhancements to the final Integrated Plan were made. The final Integrated Plan presented to the Board reflects consideration of public input received through the Community Program Planning process, written public comments, testimony provided during the Behavioral Health Commission public hearing, recommendations made by the Behavioral Health Commissioners at the public hearing, and technical feedback received from DHCS during its review of

the draft Integrated Plan. Revisions incorporated into the final Integrated Plan are highlighted in Attachment A for ease of reference.

The County submitted a draft BHSA Three-Year Integrated Plan to DHCS on March 30, 2026. Following DHCS review, the draft Plan was returned twice for technical corrections, clarifications, and required updates associated with evolving state guidance and implementation requirements. The proposed final BHSA Three-Year Integrated Plan and Budget incorporates these DHCS-required revisions and updates and is being presented to the Board for approval and subsequent submission to DHCS for final review and certification.

The Board of Supervisors, as outlined DHCS's policy manual, is required to confirm in each integrated plan that the County will meet their realignment obligations (WIC section 14197.71, subdivision (c)(2)). Accordingly, the Board of Supervisors is asked to attest that the County is meeting their realignment obligations, including but not limited to time and distance standards and appointment time standards as set forth WIC section 14197.71, or other applicable guidance, without utilizing waitlists. The Behavioral Health Director has confirmed the County is meeting these requirements.

Upon Board adoption and approval, the final Integrated Plan will be submitted to the DHCS for review and certification consistent with BHSA statutory and regulatory requirements. Pursuant to DHCS guidance, counties are required to submit their final BHSA Three-Year Integrated Plans and Budgets to DHCS no later than June 30, 2026.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal: Deepen organizational effectiveness and support long-term sustainability. It also supports Essential Public Health Service No. 6: Utilize legal and regulatory actions designed to improve and protect the public's health.

OTHER AGENCY INVOLVEMENT:
The Monterey County Behavioral Health Commission reviewed the Draft BHSA Three-Year Integrated Plan and Budget and conducted the required public hearing on May 28, 2026, with engagement from community-based organizations, contracted providers, stakeholders, and system partners throughout the planning process.

County Counsel has reviewed and approved as to legal form.

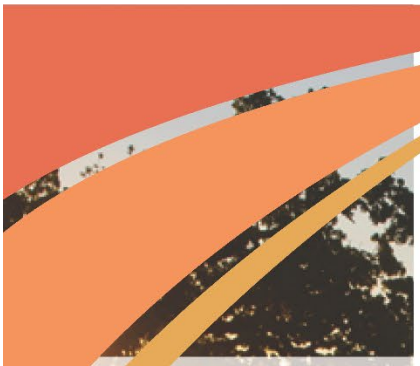
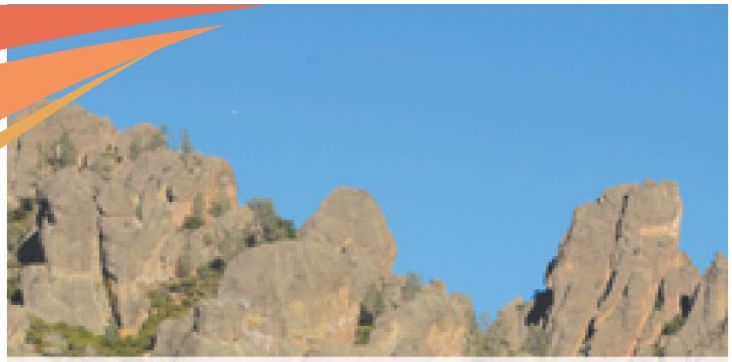
FINANCING:
There is no additional impact to the County General Fund associated with the recommended action. The BHSA Three-Year Integrated Plan is funded through Monterey County's BHSA allocation derived from statewide Proposition 63 and Proposition 1 revenues.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors Strategic Plan goal of promoting community well-being through coordinated behavioral health planning, service delivery, accountability, and long-term system sustainability.

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

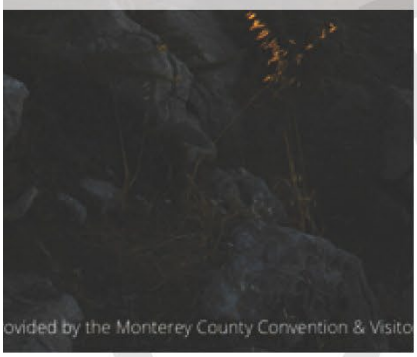
Prepared By: Melanie Rhodes, Behavioral Health Bureau Chief/Director, 755-1742
Fabricio Chombo, Behavioral Health Assistant Bureau Chief, 755-4579
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

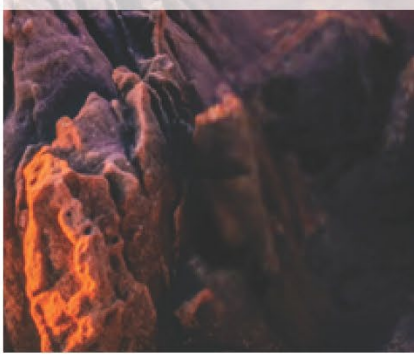
Attachments:
Board Report
Attachment A: Monterey County BHSA Three-Year Integrated Plan (FY 2026-27 through FY 2028-29) - Full Document Including Summary of Public Comments
Attachment B: Monterey County BHSA Three-Year Integrated Plan Budget (FY 2026-27 through FY 2028-29)
Attachment C: Behavioral Health Commission Letter (May 28, 2025)
Attachment D: Board of Supervisors Certification Form
Attachment E: PowerPoint Presentation

Behavioral Health Services Act Three-Year Integrated Plan

County of Monterey Health Department Behavioral Health Bureau
Fiscal Year 2026/27 through 2028/29





COUNTY OF MONTEREY
HEALTH DEPARTMENT

MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

County of Monterey Health Department
Behavioral Health Bureau
Behavioral Health Services Act (BHSA)
Three-Year Integrated Plan and Budget
Fiscal Year 2026/27 through 2028/29

Introduction

The County of Monterey Health Department's Behavioral Health Bureau (MCBH) is pleased to present the Fiscal Years 2026/27 through 2028/29 Behavioral Health Services Act (BHSA) Three-Year Integrated Plan. This BHSA Integrated Plan reflects MCBH's continued commitment to strengthening a coordinated, community-informed behavioral health system that supports individuals and families throughout Monterey County.

The Behavioral Health Services Act, established through Proposition 1 and Senate Bill 326 (SB 326), represents a significant statewide transformation in how behavioral health services are funded, structured, and delivered throughout California. The BHSA replaces the Mental Health Services Act (MHSA) framework and introduces new statewide requirements related to funding structure, service categories, accountability, housing interventions, outcomes, and integrated behavioral health planning across mental health and substance use disorder systems.

As part of BHSA implementation, every county in California is required to develop and submit a Three-Year Integrated Plan using standardized Integrated Plan and Budget Templates established by the California Department of Health Care Services (DHCS). The Integrated Plan is intended to support statewide consistency, transparency, and alignment between state behavioral health priorities, local planning efforts, and community identified needs.

Unlike prior MHSA Three-Year Program and Expenditure Plans, the BHSA Integrated Plan represents a broader, systemwide planning and accountability framework that demonstrates how counties will align behavioral health services, funding strategies, statewide priorities, and local needs across the continuum of care. The Integrated Plan is not intended to serve as a comprehensive inventory of all behavioral health programs, services, and activities provided within the community. Rather, its purpose is to document county alignment with the new service delivery, eligibility, and funding requirements established under the BHSA.

This Integrated Plan was developed using the required DHCS Integrated Plan Template and accompanying Budget Templates, consistent with statewide BHSA planning and reporting requirements. The Plan was informed by multiple data sources, including statewide and local secondary data, stakeholder input, and findings from relevant planning and assessment efforts. Several data gaps in County and state-provided data exist. To address identified data gaps, the County will continue strengthening its behavioral health data infrastructure, partner data-sharing processes, and internal reporting workflows over the implementation period. Key resources reviewed during the development of the Plan included the Lead Me Home Plan, the Housing Tools Residential Care Facility Incubator

(RCFI) Final Innovative Project Report, Community Health Needs Assessment (CHNA), and other local and regional reports relevant to behavioral health service delivery, housing, workforce, and community wellbeing. The Plan is intended to support transparency, shared understanding, and alignment between state expectations, local behavioral health priorities, and community-identified needs.

Stakeholder Engagement

This Integrated Plan was developed in accordance with DHCS guidance and informed through the Community Planning Process. This includes community listening sessions, system partner engagement activities, local data review of population health data, and cross-sector collaboration efforts.

Community feedback, system data, and stakeholder input helped inform local priorities, identify service gaps, and shape strategies included throughout this Plan.

MCBH Priorities

The Integrated Plan reflects continued focus on:

- Providing specialized behavioral health treatment and supports for individuals with severe needs that significantly impair daily functioning
- Reducing homelessness among individuals with severe behavioral health conditions
- Addressing disparities in access, engagement, and behavioral health outcomes
- Strengthening coordination and continuity across systems of care
- Maintaining core behavioral health services during a period of significant fiscal and operational transition under BHSA

As reflected throughout this Plan, MCBH remains committed to accessible, coordinated, and community-based behavioral health services for Monterey County residents while thoughtfully navigating the transition from MHSA to BHSA and maintaining continuity of care during a period of significant system change.

Acknowledgement

The County of Monterey extends its sincere appreciation to all community members, partners, stakeholders, providers, advocates, and individuals with lived experience who contributed to the development of this Integrated Plan.

Through continued collaboration and community engagement, MCBH remains committed to promoting wellness, resilience, and recovery through community support and partnering to provide welcoming mental health and substance use care.

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General Information

1. Type of Entity:
   ☒ **County**
   ☐ City
   ☐ Joint Powers
   ☐ Joint Submission
2. Entity Name: County of Monterey
3. Behavioral Health Agency Name: Monterey County Behavioral Health
4. Behavioral Health Agency Mailing Address: 1270 Natividad Rd., Salinas, CA 93906
5. Primary Mental Health Contact
   a. Name: **Melanie Rhodes,**
   Behavioral Health Bureau Chief / Behavioral Health Director
   b. Email: **RhodesM@countyofmonterey.gov**
   c. Phone: **(831) 796-1742**
6. Secondary Mental Health Contact
   a. Name: Fabricio Chombo, Assistant Bureau Chief
   b. Email: **ChomboF@countyofmonterey.gov**
   c. Phone: **(831) 755-4578**
7. Primary Substance Use Disorder Contact
   a. Name: **Deputy Director of Behavioral Health QA/QI – Open Position**
   b. Email: **415-QA@countyofmonterey.gov**
   c. Phone: **(831) 755-4545**
8. Secondary Substance Use Disorder Contact
   a. Name: **Rachel Amerault**
   b. Email: **AmeraultRE@countyofmonterey.gov**
   c. Phone: **(831) 258-8411**
9. Primary Housing Interventions Contact (Optional. Enter if different from those listed above.)
   a. Name: **Phil Sherwood**
   b. Email: **SherwoodP@countyofmonterey.gov**
   c. Phone: **(831) 277-9098**
10. Compliance Officer for Specialty Mental Health Services (SMHS)
    a. Name: **Deputy Director of Behavioral Health QA/QI – Open Position**
    b. Email: **415-QA@countyofmonterey.gov**
    c. Phone:
11. Compliance Officer for Drug Medi-Cal Organized Delivery System (DMC-ODS) Services (For some counties the Compliance Officer names will be the same. No compliance officer for DMC State Plan is required.)

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a. Name: **Deputy Director of Behavioral Health QA/QI – Open Position**
b. Email: **415-QA@countyofmonterey.gov**
c. Name: Email:

12. Behavioral Health Services Act (BHSA) Coordinator (Minimum one contact required)
    a. Name: **Shannon Castro** Email: **CastroS@countyofmonterey.gov**
    b. Name: Email:
13. Substance Abuse and Mental Health Services Administration (SAMHSA) liaison (Minimum one contact required)
    a. Name: **Rachel Amerault**
    b. Email: **AmeraultRE@countyofmonterey.gov**
    c. Name: Email:
14. Quality Assurance or Quality Improvement (QA/QI) lead (Minimum one contact required)
    a. Name: **Deputy Director of Behavioral Health QA/QI – Open Position**
    b. Email: **415-QA@countyofmonterey.gov**
    c. Name: **Janet Hernandez Barajas, Quality Improvement Services Manager II**
    d. Email: **BarajasJH@countyofmonterey.gov**
15. Medical Director (Minimum one contact required)
    a. Name: **Medical Director – Open Position**
    b. Email:
    c. Name: Email:

Exemption Requests

Not applicable: county population maximum of 200,000 surpassed.

Funding Transfer Requests

If the county aims to submit a funding transfer request for the Fiscal Years (FY) 2026- 2029 Integrated Plan (IP) period, please complete the questions below. Counties must submit their request by March 31 of the FY prior to the FY covered in the IP (i.e., exemption requests for the FY 2026-2029 IP must be submitted to DHCS by March 31, 2026) to facilitate timely review and approval.

Please enter the proposed allocation adjustments to the tables below.

- Each year column must equal 100 percent.
- Counties may transfer no more than 7 percent from each component to another component, with a maximum of 14 percent of total funds transferred.
- If the county allocates any Housing Interventions outreach and engagement funds up to 7 percent, the amount of funds the county can transfer out of the Housing Interventions allocation component must be decreased by the corresponding amount.

- The base percentage for Housing Interventions may be higher or lower for small counties requesting a Housing Interventions exemption.
- Counties may transfer no more than 7 percent of total funds from each component to another component, with a maximum of 14 percent of total funds transferred.

Table 1. Proposed Allocation Adjustments for Each Funding Component

BHSA Component	Plan Year One	Plan Year Two	Plan Year Three
Behavioral Health Services and Supports [Base 35%]	42%	42%	42%
Full Service Partnership [Base 35%]	35%	35%	35%
Housing Interventions [Base 30%]	23%	23%	23%
Housing Interventions for Outreach and Engagement	0%	0%	0%

Behavioral Health Services and Supports Transfers

1. Enter the proposed dollars transferred into/from Behavioral Health Services and Supports (Base 35%)

Table 2. Behavioral Health Services and Supports Transfers

BHSA Component	Plan Year One	Plan Year Two	Plan Year Three
Dollars transferred from Full Service Partnerships	$0	$0	$0
Dollars transferred from Housing Interventions	$2,746,839.40	$ 2,829,244.58	$ 2,914,121.92
Dollars transferred into Full Service Partnerships	$0	$0	$0
Dollars transferred into Housing Interventions	$0	$0	$0

2. For Behavioral Health Services and Supports, please include a rationale for the funding allocation transfer request: The County of **Monterey Behavioral Health has historically utilized MHSA funds primarily to support direct behavioral health services across the system of care. Under the Behavioral Health Services Act, the shift in funding structure, combined with the 5 percent statewide allocation, results in an effective 35 percent reduction in locally available service dollars if no transfer authority is exercised. Absorbing a reduction of this magnitude would significantly disrupt existing service capacity, including outpatient treatment, Full-Service Partnerships, and other core supports that individuals and families currently rely**

upon. Maximizing the allowable transfer from the Housing Intervention funding component to the Behavioral Health Services and Supports funding component is necessary to stabilize the local system of care during this transition. The County recognizes the critical role that housing plays in behavioral health recovery and community stability and remains committed to achieving the long-term vision of a fully developed Housing Interventions continuum. At the same time, BHSA implementation requires consideration of the full behavioral health continuum, including prevention and early intervention services, outpatient treatment, intensive community-based services, crisis response, residential care, workforce needs, and housing supports.

Additional planning, analysis, and collaboration with behavioral health providers, housing partners, health care organizations, homelessness response partners, and other community stakeholders is needed to fully evaluate the potential impacts of current funding changes across the broader system of care. During the three-year implementation period, MCBH will continue assessing community needs, service utilization patterns, housing needs, system capacity, and available funding opportunities to help inform future decisions regarding the timing, pace, and approach for aligning with the full BHSA Housing Interventions funding allocation. This process will help ensure that future investments in Housing Interventions are implemented in a manner that strengthens housing resources while maintaining the stability and effectiveness of the broader behavioral health system of care.

Full Service Partnerships Transfers

1. Enter the proposed dollars transferred into/from Full Service Partnerships (Base 35%)

Table 3. Full Service Partnerships Transfers

BHSA Component	Plan Year One	Plan Year Two	Plan Year Three
Dollars transferred from Behavioral Health Services and Supports	$0	$0	$0
Dollars transferred from Housing Interventions	$0	$0	$0
Dollars transferred into Behavioral Health Services and Supports	$0	$0	$0
Dollars transferred into Housing Interventions	$0	$0	$0

2. For Full Service Partnerships, please include a rationale for the funding allocation transfer request: **n/a**

Housing Interventions Transfers

1. Enter the proposed dollars transferred into/from Housing Interventions (Base 30%)

Table 4. Housing Interventions Transfers

BHSA Component	Plan Year One	Plan Year Two	Plan Year Three
Dollars transferred from Behavioral Health Services and Supports	$0	$0	$0
Dollars transferred from Full Service Partnerships	$0	$0	$0
Dollars transferred into Behavioral Health Services and Supports	$2,746,839.40	$ 2,829,244.58	$ 2,914,121.92
Dollars transferred into Full Service Partnerships	$0	$0	$0

2. For Housing Interventions, please include a rationale for the funding allocation transfer request: **While Housing Interventions remain a critical strategy for long-term stability and recovery, the County of Monterey may need to moderate spending from the Housing Intervention funding component during the initial years of BHSA implementation in order to protect the broader behavioral health treatment system. The County's historical reliance on MHSA funds for direct behavioral health services means that the structural fiscal changes under BHSA create a substantial funding reduction for core treatment, outpatient, crisis, and Full-Service Partnership services. Expanding Housing Intervention expenditures without stabilizing the underlying service infrastructure could result in individuals being housed but unable to access sufficient clinical and rehabilitative supports necessary to sustain housing and recovery.**

Supporting Information and Data

1. How does this funding transfer request respond to community needs and input? **The County of Monterey's request to maximize the allowable transfer from the Housing Intervention (HI) component to the Behavioral Health Services and Supports (BHSS) component is grounded in documented community needs and demonstrated service demand.**
Community planning findings consistently indicate significant gaps in access to mental health and substance use treatment. Residents identified anxiety, alcohol use disorder, and trauma as top concerns, while more than half of respondents reported that mental health services are insufficient to meet community needs. Conversations with community and system stakeholders characterized access to care as a major problem, citing provider shortages, long wait times, limited specialty services, and inadequate language access.

High-need populations, including individuals experiencing housing instability, Medi-Cal recipients, and Indigenous language speakers, reported even greater barriers to accessing services. Community members emphasized that housing alone is not sufficient for long-term stability without integrated behavioral health treatment, crisis response, case management, and culturally responsive supports.

Maximizing the transfer to BHSS allows the County to address documented service gaps, strengthen treatment capacity, and ensure that housing interventions are supported by the behavioral health infrastructure necessary for sustained outcomes.

2. Please include local data supporting the funding transfer request (add/subtract supporting document bullets as needed):
    a. Supporting document file name: 2025 PRC CHNA Report – Monterey County, CA_.pdf
    2025 PRC CHNA Report - Monterey County, CA_.pdf
    b. Supporting document file name: MCBH-CPPP-FY25-26_Report_FINAL.pdf
    c. Supporting document file name:

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County Behavioral Health System Overview

Please provide the city/county behavioral health system (inclusive of mental health and substance use disorder) information listed throughout this section. The purpose of this section is to provide a high-level overview of the city/county behavioral health system's populations served, technological infrastructure, and services provided. This information is intended to support city/county planning and transparency for stakeholders. The Department of Health Care Services recognizes that some information provided in this section is subject to change over the course of the Integrated Plan (IP) period. All data should be based on FY preceding the year plan development begins (i.e., for 2026-2029 IP, data from FY 2023-2024 should be used).

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to **3.E.2 General Requirements**.

Populations Served by County Behavioral Health System

Includes individuals that have been served through the county Medi-Cal Behavioral Health Delivery System and individuals served through other county behavioral health programs. Population-level behavioral health measures, including for untreated behavioral health conditions, are covered in the Statewide Behavioral Health Goals section and County Population-Level Behavioral Health Measure Workbook. For related policy information, refer to **2.B.3 Eligible Populations** and **3.A.2 Contents of the Integrated Plan**.

Children and Youth

1. In the table below, please report the number of children and youth (under 21) served by the county behavioral health system who meet the criteria listed in each row. Counts may be duplicated as individuals may be included in more than one category.

Table 5. Number of Children and Youth Served

Criteria	Number of Children and Youth
Received Medi-Cal Specialty Mental Health Services (SMHS)	**96.7 per 10,000**
Received at least one substance use disorder (SUD) individual-level prevention and/or early intervention service	**1,045 individuals**
Received Drug Medi-Cal (DMC) or Drug Medi-Cal Organized Delivery System (DMC-ODS) services	**2.6 per 10,000**
Received mental health (MH) and SUD services from the mental health plan (MHP) and DMC county or DMC- ODS plan	**1.3 per 10,000**

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Accessed the Early Psychosis Intervention Plus Program, pursuant to Welfare and Institutions Code Part 3.4 (commencing with section 5835), Coordinated Specialty Care, or other similar evidence-based practices and community-defined evidence practices for early psychosis and mood disorder detection and intervention programs	**6 individuals**
Were chronically homeless or experiencing homelessness or at risk of homelessness	**33 individuals**
Were in the juvenile justice system	**301 individuals**
Have reentered the community from a youth correctional facility	**49 individuals**
Were served by the Mental Health Plan and had an open child welfare case	**4.8 per 10,000**
Were served by the DMC County or DMC-ODS plan and had an open child welfare case	**0.02 per 10,000**
Have received acute psychiatric care	**151 individuals**

Adults and Older Adults

1. In the table below, please report the number of adults and older adults (21 and older) served by the county behavioral health system who meet the criteria listed in each row. Counts may be duplicated as individuals may be included in more than one category.

Table 6. Adults and Older Adults Served

Criteria	Number of Adults and Older Adults
Were dual-eligible Medicare and Medicaid members	**284 individuals**
Received Medi-Cal SMHS	**146.6 per 10,000**
Received DMC or DMC-ODS services	**39.3 per 10,000**
Received MH and SUD services from the MHP and DMC county or DMC- ODS plan	**18.6 per 10,000**
Were chronically homeless, or experiencing homelessness, or at risk of homelessness	**865 individuals**
Experienced unsheltered homelessness	**000 individuals**
Moved from unsheltered homelessness to being sheltered (emergency shelter, transitional housing, or permanent housing)	**000 individuals**
Of the total number of those who moved from unsheltered homelessness to being sheltered, how many transitioned into permanent housing	**000 individuals**

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Were in the justice system (on parole or probation and not currently incarcerated)	**390 individuals**
Were incarcerated (including state prison and jail)	**57 individuals**
Reentered the community from state prison or county jail	**291 individuals**
Received acute psychiatric services	**509 individuals**

2. Input the number of persons in designated and approved facilities who were:
    a. Admitted or detained for 72-hour evaluation and treatment (rate): **34.2**
    b. Admitted for 14-day periods of intensive treatment: **000**
    c. Admitted for 30-day periods of intensive treatment: **000**
    d. Admitted for 180-day post certification intensive treatment: **000**
3. Please report the total population enrolled in Department of State Hospital (DSH) Lanterman-Petris-Short (LPS) Act programs: **11**
4. Please report the total population enrolled in DSH community solution projects (e.g., community-based restoration and diversion programs): **0**
5. Of the data reported in this section, are there any areas where the county would like to provide additional context for DHCS's understanding?
    ☒ **Yes** ☐ No
    a. If yes, please explain: **There are data sharing limitations across agencies (i.e. corrections, probation, child welfare, hospitals, etc.). Monterey County Behavioral Health relies on data entered in the EHR or manual counts shared from other entities. Data for the following fields were not available at the time of plan development and therefore are not reported in this Integrated Plan: the number of individuals who experienced unsheltered homelessness; the number who moved from unsheltered homelessness to being sheltered (emergency shelter, transitional housing, or permanent housing); and, of those who moved from unsheltered to sheltered, the number who transitioned into permanent housing. In addition, the following institutionalization measures are reported as 000 because discrete counts were not available: the number of individuals admitted for 14-day periods of intensive treatment, the number admitted for 30-day periods of intensive treatment, and the number admitted for 180-day post-certification intensive treatment. Data for 14-day and 30-day involuntary holds were combined in the available source data and could not be reliably separated into the required categories.**

6. Please describe the local data used during the planning process: Electronic health record (Avatar) and LPS data from local hospitals (NMC/CHOMP):

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County of Monterey used multiple local quantitative and administrative data sources to inform planning for Behavioral Health Services Act (BHSA) implementation. Primary analyses relied on data extracted from the County's behavioral health electronic health record (EHR) and quality improvement reporting systems for Fiscal Year 2024–25, inclusive of county-operated and contracted providers and the full behavioral health population, not limited to MHSA-funded services.

For children and youth, the County reviewed distinct counts of individuals receiving Medi-Cal Specialty Mental Health Services, substance use disorder prevention, early intervention, and treatment services, including Drug Medi-Cal and DMC-ODS. Program-level data were examined for youth involved in justice-involved services, early psychosis and first episode programs, child welfare–associated programs, and those experiencing homelessness or housing instability. Data on youth reentering the community from juvenile justice settings and those receiving acute psychiatric inpatient care were also reviewed.

For adults and older adults, the County analyzed EHR and administrative data on utilization of Medi-Cal Specialty Mental Health Services, DMC and DMC-ODS services, and co-occurring mental health and substance use disorder treatment. Additional analyses focused on populations experiencing homelessness or housing instability, justice involvement including diversion and forensic programs, reentry from incarceration, acute psychiatric inpatient care, and individuals dually eligible for Medicare and Medi-Cal.

The County also reviewed Lanterman-Petris-Short (LPS) Act reporting related to involuntary treatment episodes, Department of State Hospital placements, and community-based restoration programs to assess demand across the crisis continuum of care.

The County recognizes limitations related to cross-system data sharing with hospitals, corrections, probation, and child welfare partners. As a result, some data rely on EHR intake fields or manual counts provided by partner agencies. Despite these limitations, the combined data sources provided a comprehensive local foundation to inform BHSA planning and priority population identification.

7. If desired, provide documentation on the local data used during the planning process (add/subtract supporting document bullets as needed):
    d. Supporting document file name: **N/A**

Local CARE Act Implementation

1. Identify the specific service components within your 3-year Integrated Plan that will support CARE participants. Explain how the county will ensure these individuals receive priority access and

specialized coordination within the broader behavioral health continuum, including housing if appropriate.

Under the BHSA 3-year Integrated Plan, the county supports Community Assistance, Recovery, and Empowerment (CARE) Act participants with FSP-ICM and BHSS ASOC funding components by providing a dedicated team of service providers and leveraging existing resources to include Full-Service Partnerships (FSP), integrated dual-diagnosis substance use services, and mobile crisis response teams. To ensure priority access, the county established expedited engagement and assessment procedures, and contractual mandates for community providers to fast-track referrals for CARE participants. Specialized coordination is managed by the CARE Act treatment team that bridges the gap between the participant, behavioral health and housing providers, and the court. Participants receive individualized treatment plans to meet their needs that can include medication support services, individual counseling, therapy, psychosocial rehabilitation, crisis intervention and peer support services with the goal of fostering long-term recovery. Furthermore, the county guarantees priority placement into a tiered housing continuum, funded with BHSA Housing Intervention dollars under rental subsidies, operating subsidies, housing transition services, and tenancy sustaining services. Supports include residential care facilities, transitional and permanent supported housing, and Behavioral Health Bridge Housing at the Hope Housing Marina program which helps homeless / at risk of homeless with serious mental illness and moderate to severe substance use disorders transition into housing and stabilize while being connected to on-site services and help in their transition to secure long-term residential and clinical stability.

2. Describe how CARE referral pathways will be integrated into existing referral and service pathways within the county behavioral health system.

The entire CARE pathway is seamlessly integrated into our current referral system. Our internal Behavioral Health treatment teams serving those 18 years of age or older have been trained on CARE eligibility criteria by our specialized CARE team. We have set up a consultation model so internal treatment teams can request a case consultation to review CARE eligibility criteria with the team, and our CARE team can move forward with filing petitions in appropriate cases to expedite the process. Information is tracked in our Electronic Health Record (Avatar) system for real-time cross-departmental visibility. We leverage existing systems and workflows and utilize existing mobile crisis units to identify candidates or re-link active persons of care to treatment. To maximize community awareness and seamless entry, we partner closely with external partners / stakeholders such as hospitals, public guardian, county contracted providers, community-based organizations, law enforcement and other first responders, the county jail and their embedded treatment provider. We strive to improve communication and coordination with state entities such as CDCR and DSH around the filing of CARE petitions. We have a dedicated page on our public-facing website that provides information on CARE and has a secure referral mechanism for community members, partners or other interested stakeholders to provide our team information or make a referral to our team to follow-up on. We provided numerous presentations to community, partners, providers, other interested stakeholders leading up to the CARE go-live on 12/1/2024 and continue this work to date. Once identified, CARE participants are connected through the county's existing access, assessment, treatment,

housing, crisis, and care coordination pathways, allowing CARE services to function as an enhancement to existing behavioral health workflows rather than a separate service system.

3. Describe the process for identifying and redirecting individuals who are potentially eligible for CARE to alternative pathways when a formal petition is not required or appropriate. For individuals redirected from CARE, describe how the county will confirm and document successful connection to services.

To identify and redirect individuals who are potentially eligible for CARE to alternative pathways when a formal petition is not required or appropriate, the county utilizes a supportive "warm hand-off" approach. If an individual is determined to be ineligible for CARE court or if a formal petition is deemed inappropriate, the county ensures they are never left to navigate the system alone; instead, dedicated CARE staff immediately step in to link them directly to appropriate level of care resources. This redirection process includes scheduling appointments and supporting linkage of individuals with the Mental Health Plan, Managed Care Plan, and/or DMC-ODS system as clinically indicated. The team also provides referrals and linkages to additional social service and housing resources as appropriate. To confirm and document a successful connection to services, the county tracks each individual's transition through to their initial intake, maintaining a rigorous standard of accountability that has successfully connected every single individual not accepted into the CARE program to an appropriate form of mental health treatment to date.

County Behavioral Health Technical Infrastructure

1. Does the county behavioral health system use an Electronic Health Record (EHR)? ☒ **Yes** ☐ No
    a. If yes, please select which of the following EHRs the county uses (select all that apply):
        i. ☐ Altera Digital Health
        ii. ☐ Athena Health
        iii. ☐ Clinician's Gateway
        iv. ☐ CPSI
        v. ☐ eClinicalWorks
        vi. ☐ Epic Systems
        vii. ☐ GE Centricity
        viii. ☐ Greenway Health
        ix. ☐ MEDHOST
        x. ☐ MediTech
        xi. ☒ Netsmart
        xii. ☐ NextGen Healthcare
        xiii. ☐ Oracle Cerner
        xiv. ☐ Practice Fusion
        xv. ☐ Qualifacts Credible
        xvi. ☐ SmartCare

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xvii. ☐ TherapyNotes
xviii. ☐ Other

2. Does the county behavioral health system participate in a Qualified Health Information Organization (QHIO)? ☐ Yes ☒ **No**
    a. If yes, please select which QHIO the county participates in (select all that apply):
        i. ☐ Cozeva
        ii. ☐ Health Gorilla, Inc.
        iii. ☐ Long Health, Inc.
        iv. ☐ Los Angeles Network for Enhanced Services (LANES)
        v. ☒ Manifest MedEx
        vi. ☐ Orange County Partners in Health HIE
        vii. ☐ Serving Communities Health Information Organization
        viii. ☐ San Diego Health Connect
        ix. ☐ SacValley MedShare

Application Programming Interface Information

1. Please provide the link to the county's API endpoint on the county behavioral health plan's website: Provider Directory | County of Monterey, CA
2. Does the county wish to disclose any implementation challenges or concerns with these requirements?
   ☐ Yes ☒ **No**
    a. If yes, please describe these challenges and concerns: **N/A**
3. Counties are required to meet admission, discharge, and transfer data sharing requirements as outlined in the attachments to BHINs 23-056, 23-057, and 24-016. Does the county wish to disclose any implementation challenges or concerns with these requirements?
   ☐ Yes ☒ **No**
    a. If yes, please describe these challenges and concerns: **N/A**

County Behavioral Health System Service Delivery Landscape

Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) Grant

1. Will the county participate in SAMHSA's PATH Grant during the Integrated Plan period?
   ☒ **Yes** ☐ No
    a. If yes, please select all services the county behavioral health system plans to provide under the PATH grant (select all that apply):
        i. ☐ Alcohol or Drug Treatment Services
        ii. ☐ Case Management Services
        iii. ☐ Community Mental Health Services

iv. ☒ **Habilitation and Rehabilitation Services**
v. ☒ **Outreach Services**
vi. ☒ **Referrals for Primary Health Care, Job Training, Educational Services, and Housing Services**
vii. ☒ **Screening and Diagnostic Treatment Services**
viii. ☐ Staff Training, including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require service
ix. ☐ Supportive and Supervisory Services in Residential Settings

2. If "Referrals for Primary Health Care, Job Training, Educational Services, and Housing Services" is selected above, please select the county's referrals for Primary Health Care, Job Training, Educational Services, and Housing Services (select all that apply):
   a. ☒ **Costs Associated with Matching Eligible Homeless Individuals with Appropriate Housing Situations**
   b. ☐ Improving the Coordination of Housing Services
   c. ☐ Minor Renovation, Expansion, and Repair of Housing
   d. ☐ One-time Rental Payments to Prevent Eviction
   e. ☐ Planning of Housing
   f. ☐ Security Deposits
   g. ☐ Technical Assistance in Applying for Housing
3. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
   ☐ Yes ☒ **No**
   a. If yes, please describe these challenges or concerns: **N/A**

Community Mental Health Services Block Grant (MHBG)

1. Will the county behavioral health system participate in any MHBG set-asides during the Integrated Plan period?
   ☒ **Yes** ☐ No
   a. If yes, please select all set asides that the county behavioral health system plans to participate in under the MHBG:
      i. ☒ **Children's System of Care Set-Aside**
      ii. ☒ **Discretionary/Base Allocation**
      iii. ☒ **Dual Diagnosis Set-Aside**
      iv. ☒ **First Episode Psychosis Set-Aside**
      v. ☒ **Integrated Services Agency Set-Aside**
2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program? ☐ Yes ☒ **No**

a. If yes, please describe these challenges or concerns: **N/A**

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)

1. Will the county behavioral health system participate in any SUBG set asides during the Integrated Plan period? ☒ **Yes** ☐ No
   a. If yes, please select all set-asides that the county behavioral health system participates in under SUBG (select all that apply):
      i. ☒ **Adolescent/Youth Set-Aside**
      ii. ☒ **Discretionary**
      iii. ☒ **Perinatal Set-Aside**
      iv. ☒ **Primary Prevention Set-Aside**
      v. ☐ Syringe Services Program Allowance
2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program? ☐ Yes ☒ **No**
   a. If yes, please describe these challenges or concerns: **N/A**

Opioid Settlement Funds (OSF)

1. Will the county behavioral health system have planned expenditures for OSF during the Integrated Plan period?
   ☒ **Yes** ☐ No
   a. If yes, please check all set-asides the county behavioral health system participates in under OSF Exhibit E (select all that apply):
      i. ☒ **Address The Needs of Criminal Justice-Involved Persons**
      ii. ☒ **Address The Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome**
      iii. ☒ **Connect People Who Need Help to The Help They Need (Connections to Care)**
      iv. ☐ First Responders
      v. ☒ **Leadership, Planning, and Coordination**
      vi. ☒ **Prevent Misuse of Opioids**
      vii. ☒ **Prevent Overdose Deaths and Other Harms (Harm Reduction)**
      viii. ☐ Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
      ix. ☐ Research
      x. ☒ **Support People in Treatment and Recovery**
      xi. ☒ **Treat Opioid Use Disorder (OUD)**
      xii. ☒ **Training**

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2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
   ☐ Yes ☒ **No**
   a. If yes, please describe these challenges or concerns: **N/A**

Bronzan-McCorquodale Act

The county behavioral health system is mandated to provide the following community mental health services as described in the Bronzan-McCorquodale Act (BMA):

- Case Management
- Comprehensive Evaluation and Assessment
- Group Services
- Individual Service Plan
- Medication Education and Management
- Pre-crisis and Crisis Services
- Rehabilitation and Support Services
- Residential Services
- Services for Homeless Persons
- Twenty-four-hour Treatment Services
- Vocational Rehabilitation

1. In addition, BMA funds may be used for the specific services identified in the list below. Select all services that are funded with BMA funds:
   a. ☐ Assertive Community Treatment (ACT)
   b. ☐ Clubhouse Services
   c. ☐ Community Health Worker Services (CHW)
   d. ☐ Coordinated Specialty Care for First Episode Psychosis (CSC for FEP)
   e. ☐ Forensic Assertive Community Treatment (FACT)
   f. ☐ Individual Placement and Support (IPS) Model of Supported Employment
   g. ☐ Other Programs and Services
2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
   ☐ Yes ☒ **No**
   a. If yes, please describe these challenges or concerns: **N/A**

Public Safety Realignment (2011 Realignment)

The county behavioral health system is required to provide the following services which may be funded under the Public Safety Realignment (2011 Realignment):

- Drug Courts
- Medi-Cal Specialty Mental Health Services, including Early Periodic Screening Diagnostic Treatment (EPSDT)
- Regular and Perinatal Drug Medi-Cal Services
- Regular and Perinatal DMC Organized Delivery System Services, including EPSDT
- Regular and Perinatal Non-Drug Medi-Cal Services

1. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

   ☐ Yes ☒ **No**

   a. If yes, please describe these challenges or concerns: **N/A**

Medi-Cal Specialty Mental Health Services (SMHS)

The county behavioral health system is mandated to provide the following services under SMHS authority (no action required).

- Adult Residential Treatment Services
- Crisis Intervention
- Crisis Residential Treatment Services
- Crisis Stabilization
- Day Rehabilitation
- Day Treatment Intensive
- Mental Health Services
- Medication Support Services
- Mobile Crisis Services
- Psychiatric Health Facility Services
- Psychiatric Inpatient Hospital Services
- Targeted Case Management
- Functional Family Therapy for individuals under the age of 21
- High Fidelity Wraparound for individuals under the age of 21
- Intensive Care Coordination for individuals under the age of 21
- Intensive Home-based Services for individuals under the age of 21
- Multisystemic Therapy for Individuals under the age of 21
- Parent-Child Interaction Therapy for individuals under the age of 21
- Therapeutic Behavioral Services for individuals under the age of 21
- Therapeutic Foster Care for individuals under the age of 21
- All Other Medically Necessary SMHS for individuals under the age of 21

1. Has the county behavioral health system opted to provide the specific Medi-Cal SMHS identified in the list below as of June 30, 2026? (Select all that apply)

   a. ☒ Assertive Community Treatment (ACT)

b. ☐ Clubhouse Services
c. ☒ Coordinated Specialty Care for First Episode Psychosis (CSC for FEP)
d. ☐ Enhanced CHW Services
e. ☒ Forensic Assertive Community Treatment (FACT)
f. ☒ Individual Placement and Support (IPS) Model of Supported Employment
g. ☒ Peer Support Services

2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
   ☐ Yes ☒ **No**
   b. If yes, please describe these challenges or concerns: **N/A**

Drug Medi-Cal (DMC)/Drug Medi-Cal Organized Delivery System (DMC-ODS)

1. Select which of the following services the county behavioral health system participates in (select one):
   a. ☐ DMC Program (if selected populate DMC questions below)
   b. ☒ DMC-ODS Program (if selected, populate DMC-ODS questions below)

Drug Medi-Cal Program (DMC)

The county behavior health system is mandated to provide the following services as a part of the DMC Program (no action required).

- All Other Medically Necessary Services for individuals under age 21
- Intensive Outpatient Treatment Services
- Medications for Addiction Treatment (including medication, counseling services, and behavioral therapy) (MAT)
- Mobile Crisis Services
- Narcotic Treatment Program (NTP) Services
- Outpatient Treatment Services
- Perinatal Residential Substance Use Disorder (SUD) Treatment for pregnant women and women in the postpartum period

1. Has the county behavioral health system opted to provide the specific services identified in the list below? (Select all that apply)
   a. ☐ Enhanced CHW Services
   b. ☐ IPS Supported Employment
   c. ☐ Peer Support Services
2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
   ☐ Yes ☒ **No**
   a. If yes, please describe these challenges or concerns: **N/A**

Drug Medi-Cal Organized Delivery System (DMC-ODS)

The county behavior health system is mandated to provide the following services as a part of the DMC Program (no action required).

- Care Coordination Services
- Clinician Consultation
- Outpatient Treatment Services (ASAM Level 1)
- Intensive Outpatient Services (ASAM Level 2.1)
- Medications for Addiction Treatment (MAT), Including Narcotics Treatment Program (NTP) Services
- Mobile Crisis Services
- Recovery Services
- Residential Treatment Services (ASAM Levels 3.1, 3.3, 3.5)
- Traditional Healers and Natural Helpers
- Withdrawal Management Services
- All Other Medically Necessary Services for individuals under age 21
- Early Intervention for individuals under age 21

1. Has the county behavioral health system opted to provide the specific Medi-Cal SUD services identified in the list below as of June 30, 2026? (Select all that apply)
    a. ☐ Enhanced Community Health Worker (CHW) Services
    b. ☐ Inpatient Services (ASAM Levels 3.7 & 4.0)
    c. ☐ IPS Supported Employment
    d. ☐ Partial Hospitalization Services (ASAM Level 2.5)
    e. ☒ Peer Support Services
    f. ☐ Recovery Incentives Program (Contingency Management)
2. Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
    ☐ Yes ☒ **No**
        a. If yes, please describe these challenges or concerns: **N/A**

Other Programs and Services

1. Please list other programs and services the county behavioral health system provides through other federal grants or other county mental health and SUD programs. (Add/subtract bullets as needed.)
    a. Monterey County Probation Department – Behavioral health services for justice-involved individuals, including youth and adults, through programs such as the Juvenile Sex Offender Response Team (JSORT), the Comprehensive Adolescent Learning and Assessment (CALA) program, services supported by the Juvenile Justice Regional Block Grant, and other probation-supported initiatives including AB 109 populations.

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b. Public Defender's Office – Behavioral health diversion treatment associated with Proposition 47 Cohort IV funding.
c. Department of Social Services – Specialty Mental Health Services supporting CalWORKs participants.
d. City of Salinas – Partnership supporting a dedicated Mobile Crisis Team serving the City of Salinas.
e. Monterey County Office of Education and local school districts – Mental health services for students through Individualized Education Programs (IEPs) and services supporting the general education population.

Care Transitions

1. Has the county implemented the state-mandated Transition of Care Tool for Medi-Cal Mental Health Services (Adult and Youth)**?**
   ☒ **Yes** ☐ No
2. Does the county's Memorandum of Understanding include a description of the system used to transition a member's care between the member's mental health plan and their managed care plan based upon the member's health condition?
   ☒ **Yes** ☐ No

Statewide Behavioral Health Goals

Population-Level Health Measures

The statewide behavioral health goals and associated population-level behavioral health measures must be used in the county Behavioral Health Services Act (BHSA) planning process and should inform resource planning and implementation of targeted interventions to improve outcomes for the fiscal year(s) being addressed in the IP. For more information on the statewide behavioral health goals, please see the Policy Manual Chapter 2, Section C.

Please review your county's status on each population-level behavioral health measure, including the primary measures and supplemental measures for each of the 14 goals. All measures are publicly available, and counties are able to review their status by accessing the measures via DHCS-provided instructions and the County Population-Level Behavioral Health Measure Workbook.

As part of this review, counties are required to evaluate disparities related to the six priority statewide behavioral health goals. Counties are encouraged to use their existing tools, methods, and systems to support this analysis and may also incorporate local data sources to strengthen their evaluation.

Please note that several Phase 1 measures include demographic stratifications – such as race, sex, age, and spoken language – which are included in the prompts below.

Counties may also use local data to conduct additional analyses beyond these demographic categories to strengthen their evaluation and better understand community needs.

For related policy information, refer to **E.6.1 Population-level Behavioral Health Measures**.

Priority Statewide Behavioral Health Goals for Improvement

Counties are required to address the six priority statewide behavioral health goals in this section. Cities should utilize data that corresponds to the county they are located within. As such, the City of Berkeley should use data from Alameda County and Tri-City should use data from Los Angeles County. For related policy information, refer to **E.6.2 Primary and Supplemental Measures**.

Access to Care

Access to Care: Primary Measures

Specialty Mental Health Services (SMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

1. How does your county status compare to the statewide rate? [above, below, or same]
    a. For adults/older adults: **Above**
    b. For children/youth: **Below**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender
    c. ☒ Race or Ethnicity
    d. ☒ Sex
    e. ☒ Spoken Language
    f. ☐ None Identified
    g. ☐ No Disparities Data Available
    h. ☐ Other

Non-Specialty Mental Health Services (NSMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

1. How does your county status compare to the statewide rate? [above, below, or same]
    a. For adults/older adults: **Below**
    b. For children/youth: **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender
    c. ☒ Race or Ethnicity
    d. ☒ Sex
    e. ☒ Spoken Language

f. ☐ None Identified
g. ☐ No Disparities Data Available
h. ☐ Other

Drug Medi-Cal (DMC) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

1. How does your county status compare to the statewide rate? [above, below, or same]
    a. For adults/older adults: **N/A**
    b. For children/youth: **N/A**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Drug Medi-Cal Organized Delivery System (DMC-ODS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

1. How does your county status compare to the statewide rate? [above, below, or same]
    a. For adults/older adults: **Below**
    b. For children/youth: **Below**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☒ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☐ No Disparities Data Available
    h. ☐ Other

Access to Care: Supplemental Measures

Initiation of Substance Use Disorder Treatment (IET-INI) (DHCS), FY 2023

1. How does your county status compare to the statewide rate? [above, below, or same]

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Above

2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Access to Care: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **Across behavioral health service penetration measures, county rates vary in comparison to statewide averages, with differences observed by age, race/ethnicity, sex, and written language. For Specialty Mental Health Services (SMHS), the children and youth rate (3.7%) is below the statewide rate (4.2%), while the adult rate (3.9%) is slightly above (3.8%). Lower penetration is observed among younger children (0–11) and older adults (69+). Asian/Pacific Islander and Hispanic individuals have lower rates than other groups, as do males compared to females. Using written language data, Spanish-speaking individuals have lower penetration than English-speaking individuals. For Non-Specialty Mental Health Services (NSMHS), the children and youth rate (16.6%) is above the statewide average (15.5%), while the adult rate (8.5%) is below (10.6%). Lower penetration is seen among children ages 6–11, young adults (18–20), and older adults (69+). Asian/Pacific Islander, Black, and Hispanic individuals have lower rates than White individuals. Among adults, females have higher penetration than males, while youth rates are similar by sex. Spanish-speaking individuals have lower rates than English-speaking individuals. For Drug Medi-Cal Organized Delivery System (DMC-ODS) services, both children and youth (0.2%) and adults (1.5%) have rates below statewide averages. Within available data, Asian/Pacific Islander and Hispanic youth have lower penetration rates, while Native American and White youth have higher rates. Overall, lower service penetration is observed among Asian/Pacific Islander, Hispanic, and Spanish-speaking populations, as well as among younger children and older adults. Findings should be interpreted cautiously given data limitations and variation in reporting.**
   For several required indicators, including Drug Medi-Cal penetration rates, homelessness, institutionalization measures, conservatorships, and follow-up after emergency department visits for substance use, demographic disparity data were not available through the source

datasets used for this analysis. In these cases, the limitation reflects that the source data either do not report disparities at the required level of detail or the County does not have access to the underlying data needed to produce reliable demographic subgroup analyses. As a result, the County was unable to assess disparities across demographic groups for these measures using a methodology that would be consistent with statewide reporting standards and comparable to analyses conducted by other counties. This limitation reduces the County's ability to fully evaluate equity differences for certain populations and should be considered when interpreting the findings. During the BHSA implementation period, Monterey County Behavioral Health will continue working with state agencies, local partners, and available data systems to identify opportunities to obtain more detailed population-level information and strengthen future equity analyses as additional data become available.

Access to Care: Cross-Measure Questions

1. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may increase your county's level of access to care. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes): **Using BHSA funding, Monterey County Behavioral Health will support a coordinated set of outpatient, crisis, FSP, and community-based services to improve access to behavioral health care, particularly for populations with lower service penetration and higher unmet need. County data indicate access gaps among children and youth, Spanish-speaking residents, adults with SMI and SUD, and individuals who frequently rely on crisis or ED settings for care. To address these gaps, Monterey County Behavioral Health will fund outpatient mental health services across multiple regions that support early identification, timely engagement, and linkage to ongoing care. These services will incorporate bilingual and culturally responsive approaches to address disparities observed among Latino and other underserved populations. Monterey County Behavioral Health will continue to fund FSP and intensive care coordination programs for adults with the highest levels of need. These programs emphasize community-based engagement, individualized service planning, and coordination with housing, medical, and social service partners. Local data showing elevated crisis utilization and repeated ED use among individuals with complex behavioral health needs informed this approach. BHSA funding will also support crisis response and follow-up services that provide assessment, stabilization, and linkage to outpatient care following behavioral health crises. Post-hospital care transition teams will engage individuals discharged from inpatient and ED settings across regions to support medication continuity, appointment follow-through, and warm handoffs to outpatient and FSP services. Workforce training and system-level supports will promote**

consistent practice and coordination across access points, including outpatient, crisis, and community-based settings. These strategies are informed by analysis of service penetration rates, crisis and ED utilization, and community and stakeholder input, and are intended to support timely access to care and equitable service delivery countywide.

2. Please identify the categories of funding that the county is using to address the access to care goal (select all that apply):
   - ☒ **BHSA Behavioral Health Services and Supports (BHSS)**
   - ☒ **BHSA Full Services Partnership (FSP)**
   - ☒ **BHSA Housing Interventions**
   - ☐ 1991 Realignment
   - ☒ **2011 Realignment**
   - ☐ State General Fund
   - ☒ **Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)**
   - ☒ **Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)**
   - ☐ Community Mental Health Block Grant (MHBG)
   - ☐ Substance Use Block Grant (SUBG)
   - ☐ Other

Homelessness

Homelessness: Primary Measures

People Experiencing Homelessness Point-in-Time Count (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

1. How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region? [above, below, or same]
   Above
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   a. ☐ Age
   b. ☐ Gender
   c. ☐ Race or Ethnicity
   d. ☐ Sex
   e. ☐ Spoken Language
   f. ☐ None Identified
   g. ☒ No Disparities Data Available
   h. ☐ Other

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Homeless Student Enrollment by Dwelling Type, California Department of Education (CDE), 2023 - 2024

1. How does your county status compare to the statewide rate? [above, below, or same]
   Above
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   - **a. ☒ Age**
   - b. ☐ Gender
   - **c. ☒ Race or Ethnicity**
   - d. ☐ Sex
   - e. ☐ Spoken Language
   - f. ☐ None Identified
   - g. ☐ No Disparities Data Available
   - h. ☐ Other

Homelessness: Supplemental Measures

PIT Count Rate of People Experience Homelessness with Severe Mental Illness, (Rate per 10,000 people of Continuum of Care Region) (HUD), 2024

1. How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region? [above, below, or same]
   Above
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   - a. ☐ Age
   - b. ☐ Gender
   - c. ☐ Race or Ethnicity
   - d. ☐ Sex
   - e. ☐ Spoken Language
   - f. ☐ None Identified
   - **g. ☒ No Disparities Data Available**
   - h. ☐ Other

PIT Count Rate of People Experience Homelessness with Chronic Substance Abuse, (Rate per 10,000 people of Continuum of Care Region) (HUD), 2024

1. How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region? [above, below, or same]
   Above

DRAFT

2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

People Experiencing Homelessness Who Accessed Services from a Continuum of Care (CoC) Rate (BCSH), 2023 (This measure will increase as people access services.)

1. How does your local CoC's rate compare to the average rate across all CoCs? [above, below, or same]: **Below**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Homelessness: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **Across homelessness-related measures, county rates are generally above statewide averages, with some variation by age, grade level, and race/ethnicity. For the Point-in-Time (PIT) Count, the overall homelessness rate (61.3 per 10,000) is higher than the statewide rate (48.0), as are the rates for people experiencing homelessness with serious mental illness (15.5 vs. 11.5) and substance use disorder (12.7 vs. 11.0). The rate of people accessing Continuum of Care (CoC) services is lower (62.3 vs. 91.2), suggesting differences in service engagement or availability. For the Percent of K–12 Public School Students Experiencing Homelessness, the county rate (16.8%) is substantially higher than the statewide rate (5.3%). Within this measure, differences are observed by grade level, with higher rates among younger students (Transitional Kindergarten–Grade 6, 21.1–24.8%)**

compared with middle and high school students (Grades 7–12, 8.4–10.8%). By race and ethnicity, American Indian or Alaska Native (25.1%) and Hispanic (19.0%) students have higher rates of homelessness than other groups, while White (4.0%) and Asian/Pacific Islander (7.2%) students have lower rates. Overall, data show higher rates of homelessness across multiple measures compared to statewide averages, with notable differences by grade level and race/ethnicity among K–12 students. These findings should be interpreted cautiously given potential differences in reporting methods, service access, and regional housing conditions.

Homelessness: Cross-Measure Questions

1. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of homelessness in the population experiencing severe mental illness, severe SUD, or co-occurring conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes): **Beginning July 1, 2026, Monterey County Behavioral Health will use BHSA funding and local data to strengthen housing-linked behavioral health services, care coordination, and cross-system partnerships intended to reduce homelessness among individuals experiencing serious mental illness (SMI), substance use disorders (SUD), and co-occurring conditions.**

   Monterey County Behavioral Health used Point-in-Time (PIT) Count data, Continuum of Care (CoC) utilization data, emergency department and crisis utilization trends, and local indicators of homelessness among adults and youth to identify areas where local homelessness and behavioral health needs exceed statewide averages or where disparities are present. Data indicating elevated homelessness rates among individuals with SMI and SUD, as well as lower CoC service utilization rates, identified the need to strengthen outreach, engagement, and coordination across behavioral health, housing, and community-based systems. In response to these findings, Monterey County Behavioral Health plans to strengthen partnerships with housing providers, CoC partners, crisis providers, hospitals, and community-based organizations to improve access to housing-linked behavioral health services and continuity of care.

   Local data also identified higher rates of homelessness and behavioral health needs among younger populations and among Hispanic and American Indian or Alaska Native individuals. These findings will be used to inform outreach, engagement, and care coordination

strategies intended to improve access to services for populations experiencing disparities or who have historically been underrepresented within behavioral health and housing systems.

To address the identified needs reflected in local data, Monterey County Behavioral Health will continue funding intensive, community-based behavioral health services that support housing stability for individuals with the highest levels of need. Full Service Partnership (FSP) and care coordination programs will focus on outreach, linkage to treatment, ongoing service engagement, and coordination with housing and supportive service providers for individuals experiencing homelessness or at risk of homelessness. Monterey County Behavioral Health also plans to strengthen coordinated approaches across outpatient, crisis, and housing-related services to support transitions from crisis settings and emergency departments into stable housing and ongoing behavioral health care.

Monterey County Behavioral Health will continue to use available local and statewide data to monitor housing stability outcomes, service utilization, and disparities across populations in order to assess program effectiveness, guide future resource allocation, and inform ongoing adjustments to programs, services, partnerships, and initiatives.

2. Please identify the category or categories of funding that the county is using to address the homelessness goal (select all that apply):
   - ☒ **BHSA Behavioral Health Services and Supports (BHSS)**
   - ☒ **BHSA Full Services Partnership (FSP)**
   - ☒ **BHSA Housing Interventions**
   - ☐ 1991 Realignment
   - ☒ **2011 Realignment**
   - ☐ State General Fund
   - ☒ **Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)**
   - ☐ Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)
   - ☐ Community Mental Health Block Grant (MHBG)
   - ☒ **Substance Use Block Grant (SUBG)**
   - ☐ Other

Institutionalization

Per Per 42 CFR 435.1010, an institution is “an establishment that furnishes (in single or multiple facilities) food, shelter, and some treatment or services to four or more persons unrelated to the proprietor." Institutional settings are intended for individuals with conditions including, but not limited to, behavioral health conditions.

Care provided in inpatient and residential (i.e., institutional) settings can be clinically appropriate and is part of the care continuum. Here, institutionalization refers to individuals residing in these settings longer than clinically appropriate. Therefore, the goal is not to reduce stays in institutional settings to zero. The focus of this goal is on reducing stays in institutional settings that provide a Level of Care that is not – or is no longer – the least restrictive environment.

Institutionalization: Primary Measures

Inpatient administrative days (DHCS) rate, FY 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For adults/older adults: **N/A**
    b. For children/youth: **N/A**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Institutionalization: Supplemental Measures

Involuntary Detention Rates, FY 2021 – 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. 14-day involuntary detention rates per 10,000: **Same**
    b. 30-day involuntary detention rates per 10,000: **N/A**
    c. 180-day post-certification involuntary detention rates per 10,000: **N/A**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

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Conservatorships, FY 2021 – 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. Temporary Conservatorships: **Below**
    b. Permanent Conservatorships: **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

SMHS Crisis Service Utilization (Crisis Intervention, Crisis Residential Treatment Services, and Crisis Stabilization) (DHCS), FY 2023

Increasing access to crisis services may reduce or prevent unnecessary admissions to institutional facilities.

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. Crisis Intervention
        i. For adults/older adults: **Below**
        ii. For children/youth: **Below**
    b. Crisis Residential Treatment Services
        i. For adults/older adults: **Above**
        ii. For children/youth: **N/A**
    c. Crisis Stabilization
        i. For adults/older adults: **Above**
        ii. For children/youth: **Below**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender
    c. ☒ Race or Ethnicity
    d. ☒ Sex
    e. ☒ Spoken Language
    f. ☐ None Identified
    g. ☐ No Disparities Data Available

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h. ☐ Other

Institutionalization: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **Across institutionalization and crisis service utilization measures, data show variation in service use across age, race/ethnicity, and language groups, though findings should be interpreted with caution due to limited subgroup data availability. For SMHS Crisis Residential Treatment Services (Adults), the county's utilization (41.0 days per beneficiary) is above the statewide rate (22.8). Within this measure, higher utilization is observed among adults ages 33–44 (42.35 days) and 57–68 (43.65 days) compared with younger groups. By race and ethnicity, White adults (45.55 days) have higher utilization than Hispanic adults (35.69 days). Utilization by sex is similar for males and females, and by written language, English-speaking adults (41.0 days) show higher utilization than the statewide average, while data for Spanish speakers were not available. For SMHS Crisis Intervention (Adults), the county's utilization (124.0 minutes per beneficiary) is below the statewide rate (240.1). Within this measure, lower utilization is observed among adults ages 45–56 (145.98 minutes). By race and ethnicity, Hispanic (161.74 minutes) and "Other" (158.20 minutes) adults have lower utilization than White (204.03 minutes) and Black (207.73 minutes) adults. Females (166.01 minutes) receive slightly fewer minutes than males (171.38 minutes), and Spanish-speaking adults (148.59 minutes) receive fewer minutes than English-speaking adults (174.13 minutes). Overall, while county-level utilization varies by measure, subgroup differences are most evident across age, race/ethnicity, and language, with generally lower utilization among Hispanic and Spanish-speaking adults, as well as some middle-age groups. These results highlight patterns worth further review to better understand access and service engagement factors.**

Institutionalization: Cross-Measure Questions

1. What additional local data do you have on the current status of institutionalization in your county? (Example: utilization of Mental Health Rehabilitation Center or Skilled Nursing Facility-Special Treatment Programs): **N/A**
    a. Supporting document file name (optional): **N/A**
2. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's rate of institutionalization. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the county is implementing (e.g., enhancing crisis response services targeting a sub-population in which data demonstrates they have poorer outcomes): **Using BHSA funding, Monterey County Behavioral Health will support community-based, crisis, and**

follow-up services intended to reduce avoidable institutionalization among adults experiencing SMI and co-occurring SUD. County data show higher utilization of Crisis Residential Treatment services compared to statewide averages, alongside lower utilization of Crisis Intervention services, indicating opportunities for earlier intervention and stabilization in less restrictive settings. To address these patterns, Monterey County Behavioral Health will continue to fund outpatient, crisis response, and intensive care coordination programs that support assessment, stabilization, and linkage to ongoing community-based care. Crisis intervention and follow-up services will support continuity following behavioral health crises and are intended to reduce reliance on extended crisis residential stays. FSP and intensive case management services will focus on individuals with repeated crisis utilization or prolonged stays in institutional settings. These programs emphasize individualized service planning, community-based outreach, and coordination with medical, housing, and social service partners. Local utilization data indicating higher crisis residential use among middle-aged and older adults informed this approach. Monterey County Behavioral Health will also support culturally responsive engagement approaches to address lower crisis intervention utilization observed among Hispanic and Spanish-speaking adults. Workforce training and system coordination will promote consistent practice across access points, including outpatient, crisis, and residential settings.

The state-provided data did not include age-group analysis for Crisis Residential Treatment or Crisis Intervention utilization; therefore, MCBH cannot confirm from the available state dataset whether the observed pattern is consistent across all age groups. This limits the County's ability to determine whether lower Crisis Intervention utilization is more pronounced among specific populations, including children/youth, adults, or older adults. MCBH will continue to monitor available state and local data and will assess opportunities to review crisis utilization by age group as local reporting capacity and state-provided measures evolve.

To strengthen earlier intervention and stabilization in less restrictive settings, MCBH will continue implementing Early Intervention programs that support crisis prevention, timely access, and linkage to care. These include Behavioral Health Crisis, Dispatch, and Mobile Response Services; Access Post-Hospital/Crisis Follow-Up; MCHOME Homeless Outreach & Engagement; 211 referral and linkage services; Access to Treatment regional programs; and early childhood, child welfare, youth, and family-serving programs designed to identify needs earlier and connect individuals to appropriate supports.

a. Supporting document file name (optional): **N/A**

3. Please identify the category or categories of funding that the county is using to address the institutionalization goal (select all that apply):

   ☒ **BHSA Behavioral Health Services and Supports (BHSS)**

   ☐ BHSA Full Services Partnership (FSP)

   ☐ BHSA Housing Interventions

☐ 1991 Realignment

☐ 2011 Realignment

☐ State General Fund

☐ Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)

☐ Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)

☐ Community Mental Health Block Grant (MHBG)

☐ Substance Use Block Grant (SUBG)

☒ **Other: City of Salinas**

Justice-Involvement

Justice-Involvement: Primary Measures

Arrests: Adult and Juvenile Rates (Department of Justice), Statistical Year 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For adults/older adults: **Below**
    b. For juveniles: **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender
    c. ☒ Race or Ethnicity
    d. ☒ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☐ No Disparities Data Available
    h. ☐ Other

Justice-Involvement: Supplemental Measures

Adult Recidivism Conviction Rate (California Department of Corrections and Rehabilitation (CDCR)), FY 2019 – 2020

1. How does your county status compare to the statewide rate/average? [above, below, or same] **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender

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c. ☒ **Race or Ethnicity**
d. ☒ **Sex**
e. ☐ Spoken Language
f. ☐ None Identified
g. ☐ No Disparities Data Available
h. ☐ Other

Incompetent to Stand Trial (IST) Count (Department of State Hospitals (DSH)), FY 2023

Note: The IST count includes all programs funded by DSH, including state hospital, Jail Based Competency Treatment (JBCT), waitlist, community inpatient facilities, conditional release, community-based restoration and diversion programs. However, this count excludes county-funded programs. As such, individuals with Felony IST designations who are court-ordered to county-funded programs are not included in this count.

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   Above
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   a. ☐ Age
   b. ☐ Gender
   c. ☐ Race or Ethnicity
   d. ☐ Sex
   e. ☐ Spoken Language
   f. ☐ None Identified
   g. ☒ No Disparities Data Available
   h. ☐ Other

Justice Involvement: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **Across justice-involvement measures, county rates show differences when compared to statewide averages, with several demographic groups exhibiting variation in arrest and recidivism patterns. For adult and juvenile arrest rates, the county's adult arrest rate (2,085.5 per 100,000) is below the statewide average (2,440.2), while the juvenile arrest rate (530.8 per 100,000) is above the statewide rate (371.5). Within this measure, differences are observed by age, with young adults ages 20–39 (3,190–3,506 per 100,000) showing higher arrest rates than older adults (1,521 per 100,000 ages 40–69). Differences are also seen by race and ethnicity, with Black residents (4,539 per 100,000) having higher arrest rates than Hispanic (1,774 per 100,000) and White (1,275 per 100,000) residents. By sex, both adults and**

youth show higher arrest rates among males (3,150 per 100,000 adults; 655 per 100,000 youth) compared with females (820 per 100,000 adults; 243 per 100,000 youth). For the Adult Recidivism Conviction Rate, the county's rate (45.4%) is higher than the statewide rate (39.6%). Within available data, differences are observed by age, with adults ages 20–44 (51.9–43.6%) showing higher recidivism rates than older adults. Differences are also present by race and ethnicity, with Black residents (50.0%) having higher recidivism rates than Hispanic (47.1%) and White (36.8%) residents. By sex, males (45.6%) show higher recidivism rates than females (42.4%). For the Incompetent to Stand Trial (IST) rate, the county (23.0 per 100,000) is above both the statewide average (14.3) and median (17.7). Demographic subgroup data were not available for this measure, so no disparities could be assessed.

Justice Involvement: Cross-Measure Questions

1. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of justice-involvement for those living with significant behavioral health needs. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes): **Using BHSA funding, Monterey County Behavioral Health will support community-based behavioral health services and cross-system coordination intended to reduce justice involvement among individuals experiencing SMI, SUD, or co-occurring conditions. Local data show elevated juvenile arrest rates, higher adult recidivism compared to statewide averages, and an Incompetent to Stand Trial rate above both the statewide average and median, indicating opportunities for earlier intervention and diversion. To address these trends, Monterey County Behavioral Health will continue to fund outpatient, crisis, and intensive care coordination services that support identification of behavioral health needs, stabilization, and continuity of care for individuals at risk of justice involvement. These services support follow-up after crises and coordination across behavioral health, social services, and community partners to reduce escalation into the justice system. FSP and intensive case management programs will focus on individuals with repeated justice contact, including young adults and adults with complex behavioral health needs. These programs emphasize sustained engagement, individualized service planning, and coordination with housing, medical, and reentry-related supports. Local arrest and recidivism data indicating higher rates among young adults and males informed this approach. Monterey County Behavioral Health will also support culturally responsive engagement approaches to address disparities observed among Black residents and other disproportionately impacted groups. Workforce training and system coordination will promote consistent screening, referral, and follow-up across access points, including crisis services and community-based programs. These strategies are informed by analysis of arrest**

rates, adult recidivism conviction rates, and Incompetent to Stand Trial data and are intended to support reduced justice involvement through timely access to community-based behavioral health services.

Monterey County Behavioral Health will also continue supporting the Community Crisis Line, 988 coordination, crisis dispatch services, and countywide mobile crisis response teams serving both youth and adults. These services provide opportunities to de-escalate crises, stabilize individuals in the community, and connect them to behavioral health services before justice system involvement occurs.

Monterey County Behavioral Health will continue coordinating behavioral health services across juvenile justice, adult justice, court, and reentry settings to support early identification of behavioral health needs and strengthen continuity of care during transitions back into the community. The County provides direct behavioral health services within juvenile justice settings and collaborates with behavioral health providers serving individuals in the adult jail system to support assessment, treatment engagement, discharge planning, and connection to community-based services. These efforts include coordination with County Access programs, diversion initiatives, court-based collaborations, and CalAIM Justice-Involved Behavioral Health Linkages activities designed to improve continuity of care and reduce gaps in service access following release from institutional settings. Through these partnerships, the County seeks to strengthen pathways to treatment, housing, recovery supports, and other community-based resources for justice-involved individuals with significant behavioral health needs.

a. Supporting document file name (optional): **N/A**

2. Please identify the category or categories of funding that the county is using to address the justice-involvement goal (select all that apply):

☒ **BHSA Behavioral Health Services and Supports (BHSS)**

☒ **BHSA Full Services Partnership (FSP)**

☐ BHSA Housing Interventions

☐ 1991 Realignment

☐ 2011 Realignment

☐ State General Fund

☐ Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)

☐ Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)

☒ **Community Mental Health Block Grant (MHBG)**

☐ Substance Use Block Grant (SUBG)

☒ **Other: Probation**

Removal of Children from Home

Removal of Children from Home: Primary Measures

Children in Foster Care (Child Welfare Indicators Project (CWIP)), as of January 2025

1. How does your county status compare to the statewide rate? [above, below, or same]
   Below
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   - **a. ☒ Age**
   - b. ☐ Gender
   - c. ☐ Race or Ethnicity
   - **d. ☒ Sex**
   - e. ☐ Spoken Language
   - f. ☐ None Identified
   - g. ☐ No Disparities Data Available
   - h. ☐ Other

Removal of Children from Home: Supplemental Measures

Open Child Welfare Cases SMHS Penetration Rates (DHCS), 2022

1. How does your county status compare to the statewide rate? [above, below, or same]
   Above
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   - **a. ☒ Age**
   - b. ☐ Gender
   - **c. ☒ Race or Ethnicity**
   - **d. ☒ Sex**
   - e. ☐ Spoken Language
   - f. ☐ None Identified
   - g. ☐ No Disparities Data Available
   - h. ☐ Other

Child Maltreatment Substantiations (CWIP), 2022

1. How does your county status compare to the statewide rate? [above, below, or same]
   Below
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
   - **a. ☒ Age**
   - b. ☐ Gender

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c. ☒ **Race or Ethnicity**
d. ☐ Sex
e. ☐ Spoken Language
f. ☐ None Identified
g. ☐ No Disparities Data Available
h. ☐ Other

Removal of Children from Home: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **For Children in Foster Care, the county's rate (149.2 per 100,000) is below the statewide average (525.1). Within this measure, differences are observed by age, with infants under 1 year (394 per 100,000) having higher foster care rates than older age groups (72–190 per 100,000). Differences are also present by sex, as female children (134 per 100,000) have slightly higher rates than male children (115 per 100,000). For Open Child Welfare Case SMHS Penetration Rates, the county's rate (45.9%) is slightly above the statewide rate (43.0%). Within this measure, younger children ages 0–2 (27.2%) and young adults ages 18–20 (31.6%) have lower penetration rates than other age groups (46.1–61.4%). Differences are also observed by race and ethnicity, with Black children (60.1%) showing higher penetration rates than Hispanic (44.2%) and White (56.9%) children. By sex, males (41.6%) have lower penetration rates than females (50.2%). For Child Maltreatment Substantiations, the county's substantiation rate (2.2 per 1,000) is below the statewide rate (5.7). Within available data, infants under 1 year (7.8 per 1,000) have higher substantiation rates than older children (1.7–2.4 per 1,000), though still below statewide rates for infants. Differences are also observed by race and ethnicity, with Black children (10.3 per 1,000) having higher substantiation rates than Latino (2.3 per 1,000) and White (2.0 per 1,000) children. Substantiation rates are similar by sex.**

Removal of Children from Home: Cross Measure Questions

1. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of the removal of children from home. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes): **Using BHSA funding, Monterey County Behavioral Health will support early intervention, outpatient, and family-centered behavioral health services intended to promote child and family stability and reduce the need for removal of children from their homes. County data show foster care**

entry and child maltreatment substantiation rates below statewide averages, while SMHS penetration among children involved in the child welfare system varies by age, race and ethnicity, and sex, indicating opportunities to support early engagement and continuity of care. To address these patterns, Monterey County Behavioral Health will continue to fund outpatient mental health and early intervention services for children, youth, and families, with a focus on timely access, caregiver engagement, and coordination with child welfare partners. These services support identification of behavioral health needs and coordination of care, particularly for infants and young children who show higher rates of foster care placement and substantiated maltreatment. Monterey County Behavioral Health will also support coordination between behavioral health providers and child welfare services to improve access to SMHS for children with open child welfare cases. FSP and intensive care coordination programs will focus on children and transition-age youth with complex needs, emphasizing individualized service planning and family-centered approaches. Local data showing lower SMHS penetration among children ages 0–2 and youth ages 18–20 informed this approach. Culturally responsive and trauma-informed practices will be supported to address disparities observed among Black children and other disproportionately impacted groups. Workforce training and cross-system collaboration will promote consistent referral, engagement, and follow-up across behavioral health and child welfare settings. These strategies are informed by foster care, SMHS penetration, and child maltreatment data and are intended to support family stability through coordinated behavioral health services.

a. Supporting document file name (optional): **N/A**

2. Please identify the category or categories of funding that the county is using to address the removal of children from home goal (select all that apply):

☒ **BHSA Behavioral Health Services and Supports (BHSS)**

☐ BHSA Full Services Partnership (FSP)

☐ BHSA Housing Interventions

☐ 1991 Realignment

☐ 2011 Realignment

☐ State General Fund

☐ Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)

☐ Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)

☐ Community Mental Health Block Grant (MHBG)

☐ Substance Use Block Grant (SUBG)

☐ Other:

Untreated Behavioral Health Conditions

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Untreated Behavioral Health Conditions: Primary Measures

Follow-Up After Emergency Department Visits for Substance Use (FUA-30), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Follow-Up After Emergency Department Visits for Mental Illness (FUM-30), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **Same**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☐ Age
    b. ☐ Gender
    c. ☐ Race or Ethnicity
    d. ☐ Sex
    e. ☐ Spoken Language
    f. ☐ None Identified
    g. ☒ No Disparities Data Available
    h. ☐ Other

Untreated Behavioral Health Conditions: Supplemental Measures

Adults that needed help for emotional/mental health problems or use of alcohol/drugs who had no visits for mental/drug/alcohol issues in past year (CHIS), 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **Above**
2. What disparities did you identify across demographic groups or special populations? (Select all that apply)
    a. ☒ Age
    b. ☐ Gender

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c. ☒ **Race or Ethnicity**
d. ☒ **Sex**
e. ☐ Spoken Language
f. ☐ None Identified
g. ☐ No Disparities Data Available
h. ☐ Other

Untreated Behavioral Health Conditions: Disparities Analysis

1. For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **For Follow-Up After Emergency Department Visits, the county's follow-up rate for substance use (FUA-30) is above the statewide average (41.4% vs. 28.8%), while the mental illness follow-up rate (FUM-30) is comparable to statewide levels (37.9% vs. 38.2%). Demographic subgroup data were not available for these measures, so no disparities could be assessed. For the Adults with Unmet Need for Mental Health or Substance Use Services measure, the county's rate (65.4%) is above both the statewide average (48.4%) and median (50.5%). Within this measure, differences are observed by age, with adults ages 18–24 (69.8%) reporting higher unmet need than adults ages 25–64 (47.5%) and older adults ages 65+ (43.7%). Differences are also seen by sex, as males (60.1%) report higher unmet need than females (47.3%). By race and ethnicity, available data show variation, with Asian/Pacific Islander (65.3%) and Hispanic (57.4%) adults reporting higher unmet need than Black (37.0%) and White (38.1%) adults.**

Untreated Behavioral Health Conditions: Cross-Measure Questions

1. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026, that may decrease your county's level of untreated behavioral health conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes): **The Follow-Up After Hospitalization measures (FUA and FUM) are quality measures that assess whether individuals receive timely follow-up care after a psychiatric hospitalization or emergency department visit for a mental health or substance use condition. These measures are intended to support continuity of care, reduce avoidable crises, and improve recovery outcomes.**
Consistent with the CalMHSA Data Explainer Series, these measures are shared accountability measures between the county Mental Health Plan (MHP) and Managed Care Plans (MCPs). Performance depends on coordinated efforts across hospitals, behavioral

health providers, primary care providers, care managers, and health plans to ensure members receive appropriate follow-up services within required timeframes.
Because responsibility for care transitions and follow-up services is shared across delivery systems, successful performance on FUA and FUM measures requires strong collaboration, timely communication, and coordinated outreach between Managed Care Plans and Mental Health Plans.
Using BHSA funding, Monterey County Behavioral Health will support early identification, outreach, and access to behavioral health services intended to reduce the prevalence of untreated mental health and substance use conditions. County data show that while follow-up after ED visits for substance use and mental illness is comparable to or exceeds statewide averages, a high proportion of adults report unmet behavioral health needs, particularly young adults, males, and Asian/Pacific Islander and Hispanic residents. To address unmet need, Monterey County Behavioral Health will continue to fund outpatient mental health and SUD services that support timely access, early engagement, and continuity of care. These services are intended to reduce delays between identification of need and initiation of treatment, particularly for populations reporting higher unmet need. Monterey County Behavioral Health will also support crisis response, ED follow-up, and care coordination activities that promote timely linkage to outpatient and ongoing services following acute episodes. Local FUA-30 and FUM-30 performance informed continued use of follow-up and engagement strategies that support treatment initiation and retention. Outreach and engagement efforts will serve all populations, but prioritize populations with elevated unmet need, including young adults and underserved racial and ethnic groups, through culturally responsive and community-based approaches. Workforce training and system coordination will promote consistent screening, referral, and follow-up across access points. These strategies are informed by ED follow-up measures and self-reported unmet need data and are intended to support reduced untreated behavioral health conditions through improved access, engagement, and continuity of care across the system.

2. Please identify the category or categories of funding that the county is using to address the untreated behavioral health conditions goal (select all that apply):
    - **a. ☒ BHSA BHSS**
    - b. ☐ BHSA FSP
    - **c. ☒ BHSA Housing Interventions**
    - d. ☐ 1991 Realignment
    - **e. ☒ 2011 Realignment**
    - f. ☐ State General Fund
    - **g. ☒ Federal Financial Participation (SMHS, DMC-DMC/ODS)**
    - h. ☐ SAMHSA PATH
    - i. ☐ MHBG
    - **j. ☒ SUBG**

k. ☐ Other

Additional Statewide Behavioral Health Goals for Improvement

Please review your county's status on the remaining eight statewide behavioral health goals using the primary measure(s) to compare your county to the statewide status and review the supplemental measure(s) for additional insights in the County Performance Workbook. These measures should inform the overall strategy and where relevant, be incorporated into the planning around the six priority goals.

In the next section, the county will select AT LEAST one goal from below for which your county is performing below the statewide rate/average on the primary measure(s) to improve on as a priority for the county.

For related policy information, refer to **E.6.2 Primary and Supplemental Measures**.

Care Experience

Care Experience: Primary Measures

Perception of Cultural Appropriateness/Quality Domain Score (Consumer Perception Survey (CS)), 2024

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For adults/older adults: **Below**
    b. For children/youth: **Above**

Quality Domain Score (Treatment Perception Survey (TPS)), 2024

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For adults/older adults: **Below**
    b. For children/youth: **N/A**

Engagement in School

Engagement in School: Primary Measures

Twelfth Graders who Graduated High School on Time (Kids Count), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same] **Above**

Engagement in School: Supplemental Measures

Meaningful Participation at School (California Health Kids Survey (CHKS)), 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same] **Below**

Student Chronic Absenteeism Rate (Data Quest), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   Below

Engagement in Work

Engagement in Work: Primary Measures

Unemployment Rate (California Employment Development Department (CA EDD)), 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   Above

Engagement in Work: Supplemental Measures

Unable to Work Due to Mental Problems (California Health Interview Survey (CHIS)), 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   Above

Overdoses

Overdoses: Primary Measures

All Drug-Related Overdose Deaths (California Department of Public Health (CDPH)), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   a. For the full population measured: **Above**
   b. For adults/older adults: **Same**
   c. For children/youth: **Below**

Overdoses: Supplemental Measures

All Drug-Related Overdose Emergency Department Visits (CDPH), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   a. For the full population measured: **Same**
   b. For adults/older adults: **Same**
   c. For children/youth: **Same**

Prevention and Treatment of Co-Occurring Physical Health Conditions

Prevention and Treatment of Co-Occurring Physical Health Conditions: Primary Measures

Adults' Access to Preventive/Ambulatory Health Service & Child and Adolescent Well-Care Visits (DHCS), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]

a. For adults (specific to Adults' Access to Preventative/Ambulatory Health Service): **Above**
b. For children/youth (specific to Child and Adolescent Well-Care Visits): **Above**

Prevention and Treatment of Co-Occurring Physical Health Conditions: Supplemental Measures

Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications & Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing (DHCS), 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For adults/older adults (specific to Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications): **Above**
    b. For children/youth (specific to Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing): **N/A**

Quality of Life

Quality of Life: Primary Measures

Perception of Functioning Domain Score (CPS), 2024

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **N/A**
    b. For adults/older adults: **N/A**
    c. For children/youth: **N/A**

Quality of Life: Supplemental Measures

Poor Mental Health Days Reported (Behavioral Risk Factor Surveillance System (BRFSS)), 2024

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **Above**

Social Connection

Social Connection: Primary Measures

Perception of Social Connectedness Domain Score (CPS), 2024

1. How does your county status compare to the statewide rate/average? [above, below, or same]
    a. For the full population measured: **N/A**
    b. For adults/older adults: **N/A**
    c. For children/youth: **N/A**

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Social Connection: Supplemental Measures

Caring Adult Relationships at School (CHKS), 2023

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   Below

Suicides

Suicides: Primary Measures

Suicide Deaths, 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   a. For the full population measured: **Above**

Suicides: Supplemental Measures

Non-Fatal Emergency Department Visits Due to Self-Harm, 2022

1. How does your county status compare to the statewide rate/average? [above, below, or same]
   a. For the full population measured: **Above**
   b. For adults/older adults: **Same**
   c. For children/youth: **Same**

County-Selected Statewide Population Behavioral Health Goals

For related policy information, refer to **3.E.6 Statewide Behavioral Health Goals**.

Based on your county's performance or inequities identified, select **at least one additional goal** to improve on as a priority for the county for which your county is performing below the statewide rate/average on the primary measure(s). For each county-selected goal, provide the information requested below.

1. Goal #1 (select one)
   ☐ Care Experience
   ☐ Engagement in School
   ☐ Engagement in Work
   ☒ **Overdose**
   ☐ Prevention and Treatment of Co-Occurring Physical Health Conditions
   ☐ Quality of Life
   ☐ Social Connection
   ☐ Suicides
   a. Please describe why this goal was selected: **Through the BHSA Community Planning Process, the County assessed the statewide population behavioral health goals to determine which goal is best suited to reflect system-wide change as BHSA is**

implemented. The County prioritized goals that aligned with the strategic priorities of system partners and those supported by existing measurement infrastructure that is well-established, regularly updated, and capable of capturing progress across multiple points of the Behavioral Health Continuum of Care. Based on this assessment, the County selected Reduce Overdoses for inclusion in the Integrated Plan.

b. What disparities did you identify across demographic groups or priority populations among the Additional Statewide Behavioral Health Goals? For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis: **For all drug-related overdose deaths, Monterey County's rate (31.6 per 100,000) is higher than the statewide rate (28.8 per 100,000). Death rates are low from ages 0–14, then rise in late adolescence and young adulthood, peaking at 25–29 (52.7 per 100,000) and 35–39 (73.6 per 100,000). Adults from the mid-twenties through midlife experience the highest overdose mortality. By race and ethnicity, rates are highest among Black and White residents and lower among Hispanic and Asian/Pacific Islander residents, indicating a need to focus prevention and treatment in Black and White communities while maintaining access for other groups. Rates for Alaskan Native/American Indian residents were not available at the county level. Males have higher overdose death rates than females (46.5 vs. 14.8), so men should be a key focus for outreach and engagement. For all drug-related overdose emergency department (ED) visits, Monterey County's rate (145.4 per 100,000) is slightly higher than the statewide rate (143.8). ED visit rates are highest for ages 25–29 (316.2 per 100,000), 30–34 (244.8 per 100,000), and 35–39 (217.3 per 100,000), with additional peaks among very young children and adolescents/young adults (183.0 for ages 0–4; 202.7 for 15–19; 169.6 for 20–24). Nonfatal overdoses occur across the lifespan but are most concentrated in the late twenties and early thirties. By race and ethnicity, ED visit rates are highest among Black residents (about 737.6) per 100,000, followed by Alaskan Native/American Indian (about 378.6 per 100,000) and White residents (about 163.6 per 100,000), with lower rates among Hispanic (about 131.6) and Asian/Pacific Islander residents (about 47.7 per 100,000). Males also have higher overdose ED visit rates than females (179.2 vs. 106.5), highlighting the need to tailor harm reduction, ED follow-up, and treatment engagement strategies for men in the highest-risk groups.**

The Perception of Functioning Domain Score (CPS) and Perception of Social Connectedness Domain Score (CPS) measures were not available through the data sources provided for the Integrated Plan and therefore could not be reported. MCBH recognizes the importance of these indicators, particularly for older adults and individuals with disabilities, and will continue to monitor opportunities to incorporate these measures into future planning and reporting efforts as data become available.

MCBH will continue supporting services that promote community integration, social connection, recovery, and independent functioning across the behavioral health continuum.

c. Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may improve your county's level of the selected goal and refer to any data that was used to make this decision (e.g., developing an intervention targeting a sub- population in which data demonstrates they have poorer outcomes): **Monterey County Behavioral Health is implementing a continuum of substance use prevention, treatment, and harm-reduction initiatives that prioritize low-barrier access and populations at highest risk of overdose. Drug Medi-Cal Organized Delivery System (DMC-ODS) provides a spectrum of substance use disorder services for Medi-Cal–eligible youth and adults, including screening, outpatient and residential treatment, withdrawal management, medication-assisted treatment (MAT), case management, and recovery supports with a focus on harm reduction and rapid connection to care. Substance Use Prevention and Early Intervention (PEI) programs, supported by the Substance Use Block Grant (SUBG) and Opioid Settlement Funds (OSF), deliver school-embedded and community-based prevention for children, adolescents, and transition-age youth, offering psychoeducation, skill-building, and evidence-based interventions that strengthen protective factors and reduce progression to substance use disorder and overdose. The Street Medicine and Substance Use Response Team extends overdose prevention and treatment linkage into encampments, shelters, and other non-traditional settings, bringing medical care, harm-reduction services, and connections to MAT directly to people experiencing homelessness, co-occurring conditions, and repeated non-fatal overdoses who face the greatest barriers to clinic-based care. The Emergency Room Substance Use Navigator Program embeds navigators in the hospital emergency department to engage individuals at the point of overdose or substance-related crisis, provide bedside screening, brief intervention, warm handoffs to MAT, and referrals to ongoing substance use and mental health services with short-term follow-up. These strategies will be implemented in collaboration with culturally responsive providers and community-based organizations to help ensure overdose prevention, treatment, and recovery services are accessible and responsive to the needs of diverse populations disproportionately impacted by substance use disorders and overdose. MCBH will monitor available indicators including overdose deaths, emergency department visits related to substance use, follow-up after emergency department visits for substance use, engagement in treatment services, utilization of DMC-ODS services, and other available population health measures to assess progress and inform ongoing quality improvement efforts.**

3. Please identify the category or categories of funding that the county is using to address this goal (select all that apply):
    - ☐ BHSA Behavioral Health Services and Supports (BHSS)
    - ☐ BHSA Full Services Partnership (FSP)
    - ☐ BHSA Housing Interventions
    - ☐ 1991 Realignment
    - ☐ 2011 Realignment
    - ☐ State General Fund
    - ☒ **Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC-DMC/ODS)**
    - ☐ Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH)
    - ☐ Community Mental Health Block Grant (MHBG)
    - ☒ **Substance Use Block Grant (SUBG)**
    - ☒ **Other: Drug Medi-Cal, Opioid Settlement Funds**

Community Planning Process

Stakeholder Engagement

For related policy information, refer to 3.B.1 Stakeholder Involvement.

1. Please indicate the type of engagement used to obtain input on the planning process (select all that apply):
    - **a. ☒ County outreach through social media**
        - i. If yes, please include date(s) of stakeholder engagement: **9/15/2025; 9/26/2025; 10/23/2025**
    - **b. ☒ County outreach through townhall meetings**
        - i. If yes, please include date(s) of stakeholder engagement: **05/13/2025; 05/15/2025; 05/16/2025**
    - **c. ☒ County outreach through traditional meetings (e.g., television, radio, newspaper)**
        - i. If yes, please include date(s) of stakeholder engagement: **09/15/2025; 09/26/2025; 11/6/2025**
    - **d. ☒ Focus group discussions**
        - i. If yes, please include date(s) of stakeholder engagement: **10/20/2025; 10/21/2025; 10/22/2025**
    - **e. ☒ Key informant interviews with subject matter experts**
        - i. If yes, please include date(s) of stakeholder engagement: **06/11/2025, 6/23/2025; 7/09/2025**
    - **f. ☒ Meeting(s) with county**

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i. If yes, please include date(s) of stakeholder engagement: **09/15/2025; 9/18/2025; 9/23/2025; 9/24/2025; 9/25/2025; 9/26/2025; 10/09/2025; 10/10/2025; 1/9/2025**

g. ☒ Provided data to county

i. If yes, please include date(s) of stakeholder engagement: **10/23/2025; 10/24/2025; 10/27/2025; 10/29/2025; 11/5/2025; 11/20/2025; 11/22/2025;**

h. ☐ Public e-mail inbox submission

i. If yes, please include date(s) of stakeholder engagement: **N/A**

i. ☒ Survey participation

i. If yes, please include date(s) of stakeholder engagement: **09/15/2025; 09/19/2025; 09/22/2025**

j. ☒ Training, education, and outreach related to community planning

i. If yes, please include date(s) of stakeholder engagement: **10/23/2025; 11/20/2025**

k. ☒ Workgroups and committee meetings

i. If yes, please include date(s) of stakeholder engagement: **10/23/2025; 11/20/2025**

l. ☒ Other

i. Please specify the other strategies that demonstrate the meaningful partnerships with stakeholders: **Distribution of linguistic and culturally sensitive engagement, materials and surveys to community members of traditionally unreached and underserved communities including non-U.S and indigenous languages. Provided assistance with reading and responding in small group communities, as population needs warranted.**

ii. If yes, please include date(s) of stakeholder engagement: **9/15/2025; 9/26/2025.**

2. Please list specific stakeholder organizations that were engaged in the planning process. Please do not include specific names of individuals:

- **Monterey County Behavioral Health**
- **Monterey County Department of Social Services**
- **DSS – Aging and Adult Services**
- **Monterey County Public Health**
- **Monterey County Office of Education**
- **Monterey County Veterans Services Office**
- **Monterey County Department of Emergency Management**
- **Monterey County EMS Agency**
- **Monterey County Sheriff's Office**
- **Monterey County Probation Department**
- **City of Pacific Grove**
- **City of Carmel-by-the-Sea**
- **City of Monterey**
- **City of Marina**

- **City of Salinas**
- **City of Seaside**
- **City of Soledad**
- **City of Del Rey Oaks**
- **City Manager (City Administrations)**
- **Salinas Police Department**
- **Marina Police Department**
- **City of Monterey Police Department**
- **Greenfield Police Department**
- **Gonzales Police Department**
- **King City Police Department**
- **Monterey County Sheriff's Office**
- **Monterey County Probation Department**
- **Montage Health**
- **Salinas Valley Memorial Healthcare System**
- **Community Hospital of the Monterey Peninsula**
- **Natividad Medical Center**
- **Mee Memorial Healthcare System**
- **Central California Alliance for Health**
- **Sun Street Centers**
- **Valley Health Associates**
- **Door to Hope**
- **Seneca**
- **The Epicenter**
- **Community Human Services**
- **Nations Finest**
- **Central Coast Overdose Prevention**
- **NAMI (National Alliance on Mental Illness)**
- **Housing Authority of the County of Monterey (HACM)**
- **Housing Resource Center**
- **Community Homeless Solutions**
- **Coalition of Homeless Services Providers**
- **Interim (Housing & Homeless Services Provider)**
- **Harmony at Home**
- **Monterey County Rape Crisis Center**
- **YWCA**
- **Monterey County Domestic Violence Coordinating Council**
- **Alliance on Aging**

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- **San Andreas Regional Center**
- **Central Coast Center for Independent Living (CCCIL)**
- **Monterey Peninsula College**
- **CSU Monterey Bay (CSUMB)**
- **CSUMB Personal Growth & Counseling Center**
- **Salinas Union High School District**
- **Monterey County Office of Education**
- **California Employment Development Department (EDD) – Salinas Office**
- **AFLAC**
- **Monterey Bay Labor Council**
- **Pajaro Valley Prevention and Student Assistance (PVPSA)**
- **Partners for Peace**
- **First 5 Monterey County**
- **Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO)**
- **Indian Health Center of Santa Clara Valley**
- **American Indian Health & Services (Santa Barbara)**
- **Veterans Transition Center of California**
- **American Legion Monterey Cypress Post 694**
- **Monterey County Veterans Services Office**
- **Center for Community Advocacy (CCA)**
- **Salinas Valley Health**
- **The Village Project**

3. For counties with a population greater than 200,000, what are the five most populous cities in the county. (Cities submitting IP independently are not required to collaborate with other cities.)
    a. City name: **Salinas**
    b. City name: **Seaside**
    c. City name: **Monterey**
    d. City name: **Soledad**
    e. City name: **Marina**
4. Were you able to engage all required stakeholders/groups in the planning process? ☒ **Yes** ☐ No
    a. If not, which required stakeholder/groups were you unable to engage in the planning process? (Select all that apply)
        i. ☐ Area agencies on aging

            If selected, what was the reason stakeholder was not engaged?

            ☐ Stakeholder declined to participate

            ☐ Attempted but did not receive a response

            ☐ Stakeholder group is not applicable to county

            ☐ Other (please describe): **N/A**

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ii. ☐ BHSA eligible adults and older adults (individuals with lived experience)

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

iii. ☐ Community-based organizations serving culturally and linguistically diverse constituents

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

iv. ☐ Continuums of Care, including representatives from the homeless service provider community

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

v. ☐ County social services and child welfare agencies

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

vi. ☐ Disability insurers

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

vii. ☐ Early childhood organizations

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

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viii. ☐ Emergency medical services

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

ix. ☐ Families of BHSA eligible children and youth, eligible adults, and eligible older adults (with lived experience)

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

x. ☐ Higher education partners

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xi. ☐ Health care organizations, including hospitals

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xii. ☐ Health care service plans, including Medi-Cal managed care plans

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xiii. ☐ Independent living centers

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xiv. ☐ Individuals with behavioral health experience, including peers and families

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If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xv. ☐ Labor representative organizations

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xvi. ☐ Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+) communities

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xvii. ☐ Local education agencies

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xviii. ☐ Local public health jurisdictions

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xix. ☐ Organizations specializing in working with underserved racially and ethnically diverse communities

If selected, what was the reason stakeholder was not engaged?

☐ Stakeholder declined to participate

☐ Attempted but did not receive a response

☐ Stakeholder group is not applicable to county

☐ Other (please describe): **N/A**

xx. ☐ People with lived experience of homelessness

If selected, what was the reason stakeholder was not engaged?

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☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxi. ☐ Providers of mental health services
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxii. ☐ Providers of substance use disorder treatment services
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxiii. ☐ Public safety partners, including county juvenile justice agencies
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxiv. ☐ Regional centers
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxv. ☐ The five most populous cities in counties with a population greater than 200,000
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxvi. ☐ Tribal and Indian Health Program designees established for Medi-Cal Tribal consultation purposes
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate

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☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxvii. ☐ Veterans and representatives from veterans' organizations
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxviii. ☐ Victims of domestic violence and sexual abuse
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxix. ☐ Youth from historically marginalized communities
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

xxx. ☐ Youths (individuals with lived experience), youth mental health organizations, or youth substance use disorder organizations
If selected, what was the reason stakeholder was not engaged?
☐ Stakeholder declined to participate
☐ Attempted but did not receive a response
☐ Stakeholder group is not applicable to county
☐ Other (please describe): **N/A**

5. Please describe and provide documentation (such as meeting minutes) to support how diverse stakeholder viewpoints were incorporated into the development of the Integrated Plan, including any community-identified strengths, needs, and priorities:

A Commitment to Meeting People Where They Are

The County of Monterey implemented a culturally and linguistically responsive engagement strategy to reach communities that are traditionally underserved or underrepresented in behavioral health planning. Outreach included the distribution of translated and culturally appropriate materials and surveys, including in non-U.S. and Indigenous languages, as well as small-group and one-on-one assistance to support individuals who needed help reading, understanding, or completing materials. To further reduce barriers to participation, County

partners conducted outreach directly in community settings, including onsite engagement with farmworkers at agricultural worksites.
In-person engagement was a central feature of this approach. More than half of all BHSA stakeholder engagements took place face-to-face, allowing County partners to meet people in familiar, accessible environments and support real-time dialogue. These in-person interactions helped build trust, clarify complex policy changes, and strengthen the quality of feedback received, particularly from individuals and families with lived experience.

Stakeholder Engagement Through the Behavioral Health Transformation (BHT) Collaborative
In response to countywide stakeholder engagement activities conducted in early 2025, Monterey County Behavioral Health Services established the Behavioral Health Transformation (BHT) Collaborative as the County's primary forum for stakeholder engagement and system alignment for Behavioral Health Services Act (BHSA) implementation. Contacts from all required BHSA stakeholder groups were invited to participate, ensuring broad and inclusive representation across the behavioral health system.
The BHT Collaborative meets monthly to share BHSA updates, identify implementation challenges, and co-develop solutions related to workforce capacity, housing and crisis services, contracting readiness, service redesign, data and reporting, and equity-driven access. Stakeholder input is gathered through facilitated discussions and workgroups, with structured feedback used to inform Integrated Plan development and implementation. Through this structure, the County of Monterey has established a durable, community-centered engagement process that aligns statutory requirements with community priorities and operational realities.

Cross-County Collaboration and Learning
To strengthen BHSA implementation and stakeholder engagement, the County of Monterey participates in an ongoing cross-county learning partnership with Ventura County and Bay Area BHSA coordinators. These monthly coordination sessions provide a structured forum to exchange best practices, troubleshoot implementation challenges, and share tools related to community engagement, fiscal planning, workforce development, and BHSA compliance. This collaboration enables the County of Monterey to benchmark its approach against peer counties, rapidly incorporate proven strategies, and remain aligned with evolving state guidance. Through this peer-to-peer network, the County enhances consistency, accountability, and innovation in its local BHSA implementation while benefiting from the collective experience of multiple regions.

a. Supporting document file name (optional): **N/A**

Local Health Jurisdiction (LHJ)

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to **B.2 Considerations of Other Local Program Planning Processes**.

1. Did the county work with its LHJ on the development of the LHJ's recent Community Health Assessment (CHA) and/or Community Health Improvement Plan (CHIP)? Additional information regarding engagement requirements with other local program planning processes can be found in Policy Manual Chapter 3, Section B.2.3.
    a. ☒ **Yes**
    b. ☐ No. The LHJ is not currently working on and/or did not develop a recent CHA and/or CHIP
    c. ☐ Other
        i. Please explain why or describe an alternate approach taken: **N/A**
2. Please describe how the county engaged with LHJs, along with Medi-Cal managed care plans (MCPs), across these three areas in developing the CHA and/or CHIP: collaboration, data-sharing, and stakeholder activities**:**
   Collaboration: Behavioral Health coordinated with the LHJ and hospital partners participating in the CHNA process to support alignment of behavioral health priorities with identified community health needs, including mental health, substance use, housing instability, and access to care. Data-sharing: Behavioral health–related data and system insights were incorporated into the CHNA to inform identification of community needs, service gaps, and populations experiencing disparities, particularly those affected by untreated behavioral health conditions, substance use, and co-occurring physical and behavioral health needs.
   Stakeholder activities: Behavioral Health participated in stakeholder engagement activities conducted as part of the CHNA process, including community input and partner engagement efforts, which helped inform priority-setting and contextual understanding of behavioral health needs relevant to Integrated Plan development.
3. Did the county utilize the County-LHJ-MCP Collaboration Tool provided via technical assistance?
   ☐ Yes ☒ **No**

Collaboration

1. Please select how the county collaborated with the LHJ (select all that apply):
    a. ☒ **Attended key CHA and CHIP meetings as requested**
    b. ☐ Served on CHA and CHIP governance structures and/or subcommittees as requested
    c. ☐ Other
        i. Please describe the other way the county collaborated with LHJs and MCPs in developing the CHA/CHIP: **N/A**

Data-Sharing

Data-Sharing to Support the CHA/CHIP

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1. Select Statewide Behavioral Health Goals that were identified for data-sharing to support behavioral health-related focus areas of the CHA and CHIP (select all that apply):
    a. ☒ **Access to Care**
    b. ☐ Care Experience
    c. ☐ Engagement in School
    d. ☐ Engagement in Work
    e. ☒ **Homelessness**
    f. ☐ Institutionalization
    g. ☒ **Justice-Involvement**
    h. ☒ **Overdoses**
    i. ☒ **Prevention of Co-Occurring Physical Health Conditions**
    j. ☒ **Quality of Life**
    k. ☐ Removal of Children from Home
    l. ☒ **Social Connection**
    m. ☒ **Suicides**
    n. ☒ **Untreated Behavioral Health (BH) Conditions (e.g., substance use disorder, depression, maternal and child behavioral disorders, other adult mental health conditions)**
    o. ☐ Other
2. Was data shared? **Yes**

Data-Sharing from MCPS and LHJs to Support IP development

1. Select Statewide Behavioral Health Goals that were identified for data-sharing to inform IP development (select all that apply):
    a. ☒ **Access to Care**
    b. ☐ Care Experience
    c. ☐ Engagement in School
    d. ☐ Engagement in Work
    e. ☒ **Homelessness**
    f. ☐ Institutionalization
    g. ☒ **Justice-Involvement**
    h. ☒ **Overdoses**
    i. ☒ **Prevention of Co-Occurring Physical Health Conditions**
    j. ☒ **Quality of Life**
    k. ☐ Removal of Children from Home
    l. ☒ **Social Connection**
    m. ☒ **Suicides**

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n. ☒ **Untreated Behavioral Health (BH) Conditions (e.g., substance use disorder, depression, maternal and child behavioral disorders, other adult mental health conditions)**
o. ☐ Other

2. Was data shared? **Yes**

Stakeholder Activities

1. Select which stakeholder activities the county has coordinated for IP development with the LHJ engagement on the CHA/CHIP. Please note that although counties must coordinate stakeholder activities with LHJ CHA/CHIP processes (where feasible), the options below are for illustrative purposes only and are not required forms of stakeholder activity coordination (e.g., counties do not need to conduct each of these activities). Select all that apply.
   a. ☒ **Collaborated with LHJ to identify shared stakeholders that are key for both the IP and CHA/CHIP process.**
   b. ☒ **Collaborated on joint surveys, focus groups, and/or interviews that can be used to inform both the IP and CHA/CHIP**
   c. ☒ **Co-hosted community sessions, listening tours, and/ or other community events that can be used to strengthen stakeholder engagement for both the IP and CHA/CHIP**
   d. ☐ Coordinated messaging and stakeholder events calendars (e.g., governance meetings) around IP development and CHA/CHIP engagement
   e. ☐ Other
      i. Please describe how the county has coordinated stakeholder activities for IP development and the CHA/CHIP.

Most Recent Community Health Assessment (CHA), Community Health Improvement Plan (CHIP) or Strategic Plan

1. Has the county considered either the LHJ's most recent CHA/CHIP or strategic plan in the development of its IP? Additional information regarding engagement requirements with other local program planning processes can be found in Policy Manual Chapter 3, Section B.2.3
   ☒ **Yes** ☐ No
   a. If yes, provide a brief description of how the county has considered the LHJ's CHA/CHIP or strategic plan when preparing its IP: **The CHNA provided behavioral health–relevant data and community input on priority needs, including access to care, mental health and substance use conditions, housing instability, overdose risk, and co-occurring physical and behavioral health challenges. CHNA findings and associated implementation priorities informed the county's understanding of population needs, service gaps, and cross-system impacts. These insights were used to support**

alignment of Integrated Plan priorities with broader countywide health conditions while maintaining Behavioral Health's statutory responsibilities under BHSA.

b. If not, please explain why the county did not consider the LHJ's CHA/CHIP or strategic plan when preparing its IP: **N/A**

Medi-Cal Managed Care Plan (MCP) Community Reinvestment

For related policy information, refer to B.2 Considerations of Other Local Program Planning Processes.

1. Please list the Managed Care Plans (MCP) the county worked with to inform the MCPs' respective community reinvestment planning and decision-making processes: **Central California Alliance for Health**
2. Which activities in the MCP Community Reinvestment Plan submissions address needs identified through the Behavioral Health Services Act community planning process and collaboration between the county, MCP, and other stakeholders on the county's Integrated Plan?
   The MCP Community Reinvestment Plan (CRP) is only required if the MCP reports net profits. The Central California Alliance for Health (CCAH) anticipates further direction from DHCS on the need for a CRP in early 2026. The County will monitor further guidance from the state and collaborate with CCAH accordingly.

Comment Period and Public Hearing

For related policy information, refer to B.3 Public Comment and Updates to the Integrated Plan.

1. Date the draft Integrated Plan (IP) was released for stakeholder comment: ***April 3, 2026***
2. Date the stakeholder comment period closed: ***May 18, 2026***
3. Date of behavioral health board public hearing on draft IP ***May 25, 2026***
   a. Please provide proof of a public posting with information on the public hearing. Please select the county's preferred submission modality:
      i. ☒ Link
         1. If selected, please provide the link to the public posting: https://www.countyofmonterey.gov/home/showpublisheddocument/145811/639128927537070000
      ii. ☐ PDF, image, or other document
         1. If selected, please upload the PDF, image, or other file documenting the public postings (enter file name here): ***n/a***
4. Optional: If the county uses an existing landing page or other web-based location to publicly post IPs for comment, please provide a link to the landing page (enter valid link or PDF file name to be uploaded): https://www.countyofmonterey.gov/government/departments-a-h/health/behavioral-health/behavioral-health/about-us/mental-health-services-act

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5. Please select the process by which the draft plan was circulated to stakeholders (select all that apply):
    a. ☒ Public posting
    b. ☐ Email outreach
        i. If selected, identify email to be attached: ***Forthcoming***
    c. ☒ Other
        i. If selected, please specify the other processes the draft plan was circulated to stakeholders: ***MCBH employed a bilingual approach to inviting public comments on the draft Integrated Plan for 45 days, 15 days beyond the required 30 days, through a comprehensive outreach strategy that included social media, emails across listservs, radio publication, distribution of flyers at in-person events, and promotion at community events. Online distribution included four mass mailout rounds using Email and Mailchip with County listservs, adding a BHSA resource webpage to the MCBH website, as well as five separate Facebook and Instagram posts.*** **MCBH posted public comment flyers across County of Monterey bulletin boards, an employee newsletter, and provided handouts at four community events and at the County clinic. Additionally, MCBH facilitated eight separate presentations, providing an overview of the Integrated Plan and inviting participation in the public comment process.**
6. Please describe stakeholder input in the table below. Please add each stakeholder group into their own row in the table.

Table 7. Stakeholder Input

Stakeholder group	Summarize the substantive revisions recommended by this stakeholder during the comment period
Area Agency on Aging	Representatives from the Area Agency on Aging (AAA) recommended that the Integrated Plan include a more explicit, age-specific behavioral health strategy for adults age 65 and older, including culturally and linguistically responsive strategies for Spanish-speaking older adults and other older adults experiencing access barriers. Recommended revisions included creating an Older Adult Specialty Track within BHSS; adding geriatric-focused access and outpatient teams across county regions; expanding home-based and telehealth services for mobility-limited older adults; incorporating or coordinating caregiver support, peer support, support groups, short-term therapy, bilingual psychoeducation, medication reconciliation, cognitive screening, and fall-risk assessment; establishing an Older Adult FSP track and geriatric ACT team; prioritizing older adults with high crisis utilization, housing instability, or medical complexity; adding

	benefits navigation, primary care coordination, step-up/step-down supports, and older adult-focused IPS pathways; developing an older adult crisis response model with RN-led triage, dementia-capable crisis intervention, medication review, brief therapy, psychoeducational groups, and post-crisis or post-ED linkage; expanding field-based and telehealth DMC-ODS/MAT access for older adults in senior housing, rural areas, and mobility-limited settings; and establishing an Older Adult Housing Priority Pathway that includes RCFE/Board and Care placements, housing subsidies, tenancy supports, and partnerships with Social Services and senior service providers. Representatives from the AAA also requested that the Integrated Plan preserve or identify funding for older adult-specific peer counseling and prevention-oriented supports, including the bilingual Senior Peer Counseling Program at Alliance on Aging and other community-based organizations like NAMI. Commenters described this type of peer-delivered support as important for older adults experiencing grief, loneliness, loss of independence, social isolation, depression, and suicide-risk concerns, and expressed concern that loss of these services could increase reliance on crisis intervention, emergency departments, hospitalizations, or other higher-intensity services. Representatives from the AAA further recommended adding age- and language-stratified accountability measures related to older adult penetration rates, Spanish-language disparities, cognitive screening, caregiver engagement, FSP enrollment and retention, crisis response, post-ED follow-up, DMC-ODS/MAT access and retention, housing placements and tenancy retention, ED utilization after placement, telehealth no-shows, caregiver trainings, and participation in peer support, therapy, support groups, and other early support services.
Community-Based Organizations Serving Culturally and Linguistically Diverse Constituents	Representatives from community-based organizations serving culturally and linguistically diverse constituents recommended that the Integrated Plan preserve, prioritize, and expand culturally responsive, community-rooted behavioral health services, including Community-Defined Evidence Practices (CDEPs), prevention and early intervention services, peer-led family support, outreach, education, navigation, support groups, wraparound behavioral health models, and other community-based supports serving historically underserved communities, including African American residents, children, youth, families, individuals experiencing homelessness or housing instability, individuals involved in child welfare systems, older adults, and individuals

	living with mental health and substance use disorder needs. Representatives from these organizations requested that the Integrated Plan explicitly recognize and support culturally congruent, trauma-informed, community-defined behavioral health models such as The Village Project, Emanyatta Saturday School, NAMI Monterey County, Alliance on Aging programs, and other peer and family support programs, and expressed concern that changes associated with BHSA implementation, including narrower eligibility and reduced prevention and early intervention funding, could reduce access to trusted community-based supports and increase reliance on crisis intervention, hospitalization, incarceration, emergency services, homelessness systems, and other higher-intensity systems of care. Recommended revisions included identifying replacement, braided, coordinated, or alternative funding strategies to preserve prevention and early intervention programs and other community-based behavioral health supports; formally recognizing Community-Defined Evidence Practices as part of the behavioral health continuum; prioritizing disparity reduction and culturally responsive service delivery in implementation and funding decisions; strengthening outreach and engagement for underserved populations, including African American residents, older adults, South County communities, Indigenous language speakers, Spanish-speaking residents, and unhoused individuals; investing in transportation, interpretation, support groups, and meaningful community participation opportunities; expanding contracting pathways and Medi-Cal-aligned opportunities for community-based organizations, including Enhanced Care Management and Community Supports; strengthening partnerships with trusted community-based providers and faith-based institutions; involving trusted behavioral health providers in housing-related planning and implementation efforts; protecting peer-led family support, education, outreach, navigation, prevention-oriented services, and support groups as part of the continuum of care; and implementing BHSA changes in a phased and thoughtful manner to avoid disruption of services and community-based infrastructure. Representatives from community-based organizations also requested that implementation and contracting processes avoid creating excessive administrative, billing, monitoring, documentation, or reporting burdens that could unintentionally weaken community-based support systems, culturally responsive providers, and early

	intervention access points. Additional comments recommended stronger operational specificity regarding implementation strategies, cross-system coordination, co-occurring disorder treatment approaches, housing coordination, and data-sharing infrastructure; improved demographic and disparity data collection and transparency; clearer accountability measures and timelines tied to identified disparities and unmet needs; stronger workforce development strategies for serving older adults, infants, toddlers, and underserved communities; preservation of older adult behavioral health and peer counseling services; and clearer planning related to continuity of care for individuals and families who may no longer qualify under revised BHSA eligibility structures. Representatives from community-based organizations further requested more interactive and accessible community engagement opportunities, including Spanish-language information and greater opportunities for community participation in behavioral health planning and implementation discussions.
Continuums of Care / Homeless Service Provider Community	Representatives from the Continuum of Care, the homeless service provider community, and County homelessness leadership recommended that the Integrated Plan strengthen coordination between behavioral health and homelessness response systems by increasing outreach and engagement efforts for individuals experiencing homelessness and embedding behavioral health services within housing settings. Stakeholders recommended development of comprehensive, field-based multidisciplinary outreach models serving unsheltered individuals and encampment populations, including teams composed of behavioral health clinicians, street outreach workers, peer support specialists, substance use disorder providers, and street medicine staff that could connect individuals to Medication-Assisted Treatment (MAT), bridge housing, interim housing, Coordinated Entry, public benefits, Full Service Partnerships, and other housing and treatment supports. Representatives from the Continuum of Care also recommended expanding the County's housing and treatment infrastructure through acquisition and conversion of vacant or underutilized properties into Permanent Supportive Housing (PSH), adaptive reuse and hotel or motel conversion projects, shared housing models, scattered-site and master leasing approaches, recovery-oriented housing, tiny homes, ADUs, safe parking, emergency shelter and interim housing strategies, and expansion of residential treatment services in South County, including consideration of converting the Sendero Interim Housing site into a

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	residential treatment facility. Stakeholders recommended restoring Housing Interventions funding toward the State's recommended 30 percent baseline over time and requested that the Integrated Plan include a formal Housing Restoration Strategy with measurable benchmarks, reassessment timelines, public reporting expectations, and clearer explanation of how transferred Housing Intervention funds are intended to stabilize the broader behavioral health system. Additional recommendations included stronger alignment with the Lead Me Home Plan to End Homelessness; formal integration with existing homelessness response infrastructure including Coordinated Entry, HMIS, case conferencing systems, CARS, and homelessness outcome tracking systems; avoiding creation of parallel referral systems; entering into data-sharing agreements with the Coalition of Homeless Service Providers; and strengthening integration and coordination across housing, homelessness, healthcare, behavioral health, managed care, and institutional systems. Stakeholders further recommended stronger operational integration between BHSA and CalAIM-related housing and behavioral health resources, including Enhanced Care Management, Housing Transition Navigation Services, Housing Deposits, Housing Tenancy and Sustaining Services, Transitional Rent, BH-CONNECT initiatives, and managed care coordination through Central California Alliance for Health. Recommended revisions also included stronger operational planning for justice reentry, hospital discharge, and institutional transitions; clearer pathways for same-day behavioral health linkage, housing navigation, transportation coordination, medication continuity, recuperative care transitions, and warm handoffs into behavioral health and housing services; and adoption of "no discharge to homelessness" principles where feasible. Stakeholders additionally recommended a phased interoperability and shared accountability roadmap across Behavioral Health electronic health records, county clinics, hospitals, HMIS, jail health systems, probation, child welfare, and managed care systems; stronger use of peer supports, Community Health Workers (CHWs), and lived-experience workforce pathways; expanded cross-sector workforce development and shared practice standards related to Housing First, trauma-informed care, harm reduction, coordinated care, and housing stabilization; and stronger recovery-oriented employment, education, and economic mobility strategies through partnerships with workforce systems, educational institutions, employers, and supported employment

	programs. Representatives from the Continuum of Care and homelessness response systems also recommended clearer governance structures, implementation ownership, stakeholder representation, implementation leadership roles, measurable performance metrics, public dashboards, accountability frameworks, and regular public reporting regarding housing outcomes, behavioral health outcomes, justice-system outcomes, workforce development, equity outcomes, and implementation progress. Additional comments recommended stronger engagement with housing authorities and affordable housing partners; dedicated housing outreach and engagement infrastructure for unsheltered and high-barrier populations; stronger integration of housing-first practices and homelessness prevention approaches; and additional funding and coordination strategies to support highly vulnerable individuals and families experiencing homelessness or housing instability, including individuals who may not yet meet BHSA serious mental illness or substance use disorder eligibility criteria.
Eligible Adults and Older Adults	Public comments from eligible adults and older adults with lived experience emphasized the importance of maintaining accessible, recovery-oriented behavioral health services and supports that help individuals achieve stability, reduce isolation, manage symptoms, and remain connected to community. Comments from individuals with lived experience consistently highlighted housing stability as foundational to recovery, particularly for individuals living with serious mental illness, substance use disorder needs, trauma, anxiety, depression, PTSD, grief, and social isolation. Stakeholders recommended preserving and strengthening peer-led services, support groups, drop-in and wellness centers, community gathering spaces, counseling, outreach, food access, transportation assistance, employment and volunteer opportunities, recreational and social activities, and culturally responsive support services. Participants described OMNI Wellness Center, Peer Partners for Health, and other peer and community-based behavioral health programs as important sources of companionship, structure, emotional support, coping skills, symptom management, socialization, connection to services, recovery support, and safe spaces where individuals feel accepted and supported. Representatives from eligible adults and older adults also recommended preserving older adult-specific behavioral health services and peer counseling programs; expanding behavioral health approaches specifically designed for

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	older adults; improving opportunities for meaningful community participation and engagement in planning processes; increasing Spanish-language information and accessibility; and ensuring that behavioral health services remain easy to access before individuals reach crisis levels. Additional comments from individuals with lived experience emphasized concerns that reductions in prevention, peer support, early intervention, support groups, and community-based recovery services could negatively affect stability, recovery, housing retention, social connection, and overall well-being for individuals currently relying on these services and supports.
Families of Eligible Children, Youth, Adults, and Older Adults	Public comments from families of eligible children and youth, eligible adults, and eligible older adults emphasized the importance of maintaining access to behavioral health services and supports that help children, youth, and families remain engaged in care and achieve positive outcomes. Family members recommended preserving transportation and interpretation services that support access to treatment, maintaining coordinated and team-based approaches to care, and protecting behavioral health services that families described as contributing to improved stability, school functioning, and long-term outcomes for children and youth receiving treatment and medication support.
Health Care Organizations, Including Hospitals	Representatives from health care organizations, including hospitals, recommended that the Integrated Plan include more specific, measurable, achievable, relevant, and time-bound planning related to housing, emphasizing the importance of stable housing in supporting behavioral health outcomes. Representatives from healthcare organizations also recommended strengthening coordination and communication across medical, behavioral health, correctional, and primary care systems through improved interoperability and integration of electronic medical record systems across relevant agencies and care settings, including Monterey County Behavioral Health, Natividad and affiliated clinics, and the county jail. Additional recommendations from healthcare stakeholders included improving continuity of care during transitions between service settings, strengthening whole-person care coordination involving primary care providers and advanced practice clinicians, and increasing system efficiency and stability for individuals living with serious mental illness.
Higher Education Partners	Representatives from higher education partners recommended that the Integrated Plan include greater operational specificity regarding cross-system coordination among behavioral health,

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	housing, healthcare, justice, and social service systems, including clarification of lead entities, referral pathways, decision-making structures, shared performance indicators, discharge planning processes, and coordination roles across agencies and care settings. Representatives from higher education partners recommended aligning implementation with existing state and local coordination models and frameworks, including CalAIM and other structured cross-system coordination approaches. Additional recommendations included more explicitly integrating housing stability, caregiver supports, transportation, childcare, economic stressors, and other upstream determinants of health into the behavioral health continuum; strengthening coordination among Full Service Partnerships, Enhanced Care Management, housing systems, and community supports; expanding strategies to address housing supply constraints through approaches such as acquisition and conversion, landlord incentives, master leasing, accessory dwelling units, shared housing, and partnerships with housing authorities and nonprofit developers; clarifying how BHSA-funded housing resources will align with existing coordinated housing and prioritization systems; strengthening reentry planning and coordination for justice-involved individuals with behavioral health needs; and developing a phased cross-system data infrastructure strategy that includes data-sharing agreements, interoperable systems, shared reporting metrics, dashboards, and outcome monitoring across behavioral health, homelessness, healthcare, correctional, and social service systems. Stakeholders also recommended improving transparency regarding how Community Program Planning Process feedback informed funding and policy decisions, including clearer linkage between community priorities and resulting plan actions. Additional comments from higher education partners recommended increasing access to therapists, culturally relevant services, and language access supports; establishing clearer accountability structures with defined benchmarks, baseline measures, timelines, annual milestones, and responsible reporting entities; and preserving peer-led family support, education, outreach, and support services provided through organizations such as NAMI Monterey County for individuals and families affected by serious mental illness.
Local Education Agencies	Representatives from local education agencies recommended strengthening the Integrated Plan's focus on housing, behavioral health, and family stability as interconnected factors affecting student well-being, educational outcomes, and school stability.

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	Representatives from local education agencies recommended increasing the specificity of the County's housing strategy; establishing clearer benchmarks, timelines, and decision points for restoration of Housing Interventions funding over the three-year plan period; and recognizing student and family homelessness as a central behavioral health and community stability issue. Additional recommendations from local education agencies included stronger alignment and coordination with existing homelessness and housing systems, including the Lead Me Home Plan to End Homelessness, Coordinated Entry, HMIS, and cross-system case conferencing structures, along with clearer expectations for discharge planning and coordination across hospitals, correctional systems, child welfare systems, schools, and behavioral health providers. Stakeholders also recommend expanding the County's housing strategy to incorporate housing production, acquisition and conversion efforts, rental subsidies, safe parking programs, accessory dwelling units, shared housing models, family-based stabilization supports, and other interim and long-term housing solutions. Representatives from local education agencies further recommended protecting Prevention and Early Intervention services during the transition from MHSA to BHSA; strengthening support for children and families experiencing housing instability, behavioral health needs, and barriers to healthcare access; and providing additional opportunities for Board review, policy direction, and refinement of the Integrated Plan prior to final approval.
Providers of Mental Health and Substance Use Disorder Treatment Services	Providers of mental health services and substance use disorder treatment services expressed support for the goals of the Behavioral Health Services Act while recommending that the Integrated Plan strengthen and preserve prevention and early intervention services, culturally responsive community-based behavioral health supports, and peer and family support services during the transition from MHSA to BHSA. Providers expressed concern that BHSA implementation changes, including narrower eligibility and funding shifts, could reduce access to prevention-focused and community-based services and increase reliance on crisis systems, emergency departments, child welfare systems, justice systems, hospitalization, and other higher-acuity behavioral health interventions. Recommended revisions included formally recognizing and funding Community-Defined Evidence Practices and other culturally grounded behavioral health models as part of the behavioral health continuum; strengthening disparity reduction

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	strategies; expanding contracting pathways and Medi-Cal-aligned opportunities for community-based organizations; identifying replacement, braided, coordinated, or alternative funding sources to sustain prevention and early intervention programs and other impacted services; implementing BHSA changes gradually to reduce disruption of services; and preserving peer-led family support, outreach, education, support groups, navigation, and other community-based behavioral health supports. Providers specifically highlighted concerns regarding potential reductions or elimination of programs serving uninsured, undocumented, and vulnerable residents, including outpatient therapy, parenting support, and other prevention-oriented behavioral health services intended to stabilize individuals and families before crises escalate. Additional recommendations from providers included increasing access to therapists, culturally relevant services, transportation, interpretation, and language access supports; improving accessibility and usability of the Integrated Plan and community engagement process; providing clearer specificity regarding implementation strategies, benchmarks, and accountability measures; strengthening services and outreach for South County and North County communities; protecting support groups and youth-focused services; improving accessibility of behavioral health facilities and infrastructure; and maintaining behavioral health services that stakeholders described as contributing to improved family stability, educational outcomes, and long-term community well-being. Additional comments from providers recommended strengthening peer-directed wellness and recovery models; expanding the use of peer providers and community-based navigators within behavioral health access, reentry, and engagement processes; improving continuity of care and warm handoff strategies for justice-involved and high-acuity individuals; reducing administrative and intake barriers that may interfere with treatment engagement following release from custody or crisis events; and strengthening operational approaches to forensic behavioral health coordination and reentry stabilization services.
Public Safety Partners	Representatives from public safety partners recommended that the Integrated Plan strengthen behavioral health crisis response and coordination involving law enforcement, EMS, hospitals, and other first responder systems. Representatives from public safety partners recommended development of a local mental health treatment facility or expanded local treatment capacity for minors

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	requiring extended psychiatric holds or inpatient behavioral health treatment in order to reduce out-of-county placements, transportation burdens, reunification challenges for families, and associated financial impacts. Additional recommendations from public safety partners included adding law enforcement and first responder behavioral health training related to crisis response, emergency mental health protocols, and coordination between EMS and law enforcement agencies; improving consistency and alignment between law enforcement and EMS mental health policies and procedures; clarifying roles and responsibilities during behavioral health emergencies and 5150-related responses; strengthening oversight and review of behavioral health crisis response practices; and improving coordination, documentation, transportation practices, and data collection related to behavioral health emergency responses and involuntary psychiatric holds.
Youths or Youth Mental Health or Substance Use Disorder Organizations	Public comments from youth and youth mental health or substance use disorder organizations recommended that the Integrated Plan maintain and strengthen youth behavioral health awareness, prevention, and early intervention supports within schools and community settings, including youth education, open discussion of mental health topics, and accessible support systems that allow students to recognize symptoms, seek help early, and connect peers to behavioral health support before conditions escalate. Representatives from youth-serving organizations also recommended increasing the Plan's focus on children ages 0–5 and their families, including adding more specific data on young children in the populations served section; identifying the impacts of MHSA-to-BHSA funding changes on early childhood and family-serving programs; and strengthening strategies to address disparities affecting young children and families. Additional recommended revisions from youth-serving stakeholders included addressing access barriers for Indigenous language speakers separately from Spanish-speaking residents; identifying geographic disparities in access to care, including South County resource gaps; highlighting families with children ages 0–5 experiencing homelessness as a population of focus; partnering with communities most impacted by disparities, including African American families with young children, to co-develop implementation and funding strategies; and adding workforce training focused on the unique behavioral health and developmental needs of infants and toddlers.

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General Community Members	Public comments from the general public emphasized the importance of protecting and maintaining funding for mental health services and supports and recommended that behavioral health resources continue reaching individuals and communities in need of care. Members of the public expressed support for continued investment in counseling, crisis response, treatment, recovery, and community-based behavioral health services that help prevent hospitalization, incarceration, and individuals falling through service gaps. General public comments also recommended protecting and prioritizing prevention and early intervention programs during the transition from MHSA to BHSA, expressing concern that stricter eligibility requirements and reductions in lower-acuity services could delay access to care until individuals experience crisis-level conditions. Additional comments from members of the public recommended ensuring behavioral health services remain accessible, culturally responsive, stigma-free, and easy to navigate for community members before crises escalate; maintaining supports for youth, transitional age youth, underserved populations, and adults experiencing behavioral health challenges; and strengthening psychiatric leadership and clinical oversight within Behavioral Health planning and implementation processes, including concerns regarding development and implementation of the Integrated Plan without a permanent Medical Director.
Monterey County Board of Supervisors	Public comments from the Monterey County Board of Supervisors recommended that the Integrated Plan more clearly explain how Monterey County will use BHSA as an opportunity to redesign the behavioral health system rather than attempting to preserve the prior MHSA structure unchanged. Supervisors emphasized the need for greater clarity on how BHSA, Realignment, Medi-Cal, opioid settlement funds, local funds, increased productivity revenue, and other funding sources are reflected in the Integrated Plan, including whether non-BHSA or increased revenue sources could help sustain prevention, early intervention, and community-based services no longer aligned with BHSA funding rules. Members of the Board of Supervisors recommended adding clearer framing or explanatory material to help the public understand the purpose, limits, and context of the Integrated Plan; identifying which services and contracts are being maintained through BHSS and other funding sources; and clarifying how the transition from MHSA to BHSA will affect existing programs, staffing, service capacity, and populations with serious mental illness and substance use disorder needs. Supervisors also recommended

	strengthening the housing section by providing more specific implementation detail, including how Housing Interventions dollars will be spent, how the County will partner with housing and homelessness system agencies, whether and how the County will restore Housing Interventions funding toward the 30 percent baseline over time, and what decision points or benchmarks will guide future funding shifts. Additional housing recommendations from Supervisors included stronger alignment with the Lead Me Home Plan, HMIS, Coordinated Entry, case conferencing, discharge planning, universal or streamlined housing application pathways, housing navigation, family stabilization supports, Flexible Housing Subsidy Pool models, and a broader housing continuum that could include rental subsidies, capital development, acquisition, operating supports, safe parking, tiny homes or sleeping cabins, ADUs/JADUs, shared housing, room-and-board or license-exempt models, and family-hosted stabilization supports where appropriate. Supervisors further recommended deeper cross-system coordination with the County's homelessness response system, affordable housing partners, hospitals, Natividad, county clinics, jail health services, probation, corrections, child welfare, public safety, cities, and community-based organizations. Comments from Supervisors requested stronger data-sharing and interoperability strategies, including clearer next steps, timelines, responsible departments, and milestones for improving coordination across electronic health records, HMIS, jail health, hospitals, clinics, managed care, probation, corrections, and child welfare. Supervisors also recommended more explicit planning for justice-involved BHSA-eligible individuals, including individuals exiting jail or other institutional settings, with attention to placement barriers, reentry, discharge planning, family reunification, caregiver support, and alignment with criminal justice population needs. Additional comments emphasized the need for broader and more meaningful stakeholder engagement during implementation, including clearer identification of which stakeholder groups and implementation partners will be included moving forward, how the Behavioral Health Commission and Behavioral Health Transformation Collaborative will participate, and how stakeholder input will shape implementation decisions. Supervisors also recommended greater transparency regarding public hearing dates, governance roles, stakeholder participation, and future planning processes, while acknowledging that the Integrated Plan is a state-required planning

	document that may need to preserve flexibility and be updated as implementation, funding, and community needs evolve.

**Duplicate if needed

7. Please describe any substantive recommendations made by the local behavioral health board that are not included in the final Integrated Plan or update. If no substantive revisions were recommended by stakeholders during the comment period, please input N/A.
    a. Recommendation: **Consider re-instating funding for programs for underserved racial and ethnic populations such as those offered by the Center for Community Advocacy and The Village; and for agencies serving older adults such as the Alliance on Aging and the Senior Companions program.**
    MCBH Response: MCBH recognizes the important role that community-based organizations play in promoting behavioral health, strengthening community connections, and addressing local needs through culturally responsive and trusted services. While some of these services may no longer align with BHSA funding requirements, MCBH acknowledges their value to the communities they serve and remains committed to supporting their long-term sustainability. As part of ongoing implementation efforts, MCBH will continue to share information, facilitate connections, and support opportunities for community-based organizations to pursue alternative funding sources, including programs administered by the California Department of Public Health and community-based services and supports available through Central California Alliance for Health (CCAH). MCBH will also continue engaging these partners in planning and coordination efforts to help strengthen the broader behavioral health continuum of care in Monterey County.
    b. Recommendation: **Provide age-specific analysis and reporting for older adults whenever possible, recognizing older adults as a BHSA priority population and a historically underserved group.**
    MCBH Response: MCBH appreciates this recommendation and agrees that greater visibility into the behavioral health needs and experiences of older adults would strengthen planning and transparency efforts. While the Integrated Plan reflects statewide data sources and the data structure required by the state, the County recognizes the value of disaggregating adult populations into more specific age groups, including older adults. The County is hopeful that future enhancements to the Behavioral Health Outcomes, Accountability, and Transparency Reporting (BHOATR) framework, as well as improvements to state-provided population and service utilization data, will support more detailed age-based analyses.
    c. Recommendation: **Describe how MCBH plans to improve care experience, including planned strategies and methods for monitoring progress.**
    MCBH Response: MCBH understands the importance of care experience in specialty treatment services. During development of the Integrated Plan, MCBH utilized

available data, stakeholder feedback, and input from the Behavioral Health Transformation Collaborative to identify a limited number of priority areas for enhanced local planning focus. Although care experience remains important to MCBH's ongoing quality improvement efforts, it was not selected through this process as a priority area requiring additional goal-setting, disparity analysis, or new implementation strategies during the FY 2026-2029 planning period. MCBH will continue to monitor available care experience data and may consider additional planning activities in future Integrated Plan updates as priorities, data availability, and community needs evolve.

d. Recommendation: **Provide additional information regarding Monterey County's plans for participation in a Flexible Housing Subsidy Pool, including anticipated decision-making considerations, implementation factors, and interim approaches to housing coordination if participation is not currently planned.**
MCBH Response: MCBH appreciates the recommendation. At this time, the County has not established an expected timeline or decision point regarding participation in a Flexible Housing Subsidy Pool. The County will continue implementing Housing Interventions through the approaches described in the Integrated Plan while coordinating with housing, healthcare, homelessness response, and other system partners. The recommendation will be taken under advisement and considered as part of ongoing Housing Interventions planning, implementation, and coordination efforts throughout the BHSA implementation period.

e. Recommendation: **Provide additional information regarding planned strategies, staffing, timelines, and milestones to address health information exchange (HIE), interoperability, and data analytics capacity needs that support BHSA reporting, performance monitoring, and equity analysis.**
MCBH Response: MCBH appreciates the recommendation and recognizes the importance of health information exchange, interoperability, data analytics, reporting infrastructure, and equity monitoring in supporting successful BHSA implementation. The Integrated Plan template does not include a section dedicated to operational implementation plans, staffing models, timelines or milestones related to health information exchange, interoperability, or analytics infrastructure. These activities are being addressed through ongoing planning, coordination and implementation efforts involving MCBH, providers, managed care partners, technology vendors, and other system partners. As BHSA implementation progresses and state reporting requirements continue to evolve, MCHB will assess and refine workforce, technology, and data infrastructure needs to support reporting, performance monitoring, quality improvement, and equity analysis. Considerations related to interoperability, data-sharing capabilities, analytics capacity and reporting infrastructure will continue to inform implementation planning throughout the BHSA implementation period.

f. Recommendation: **Improve transparency regarding projected service volumes by clarifying whether planned-to-serve counts represent duplicated or unduplicated individuals and whether projections are annual or across the full plan period. Consider providing more detailed age-group reporting, particularly distinguishing adults and older adults, to better understand how planned services align with identified disparities and unmet needs.**
MCBH Response: MCBH agrees that more detailed service projections and age-group reporting may strengthen future planning and accountability efforts. The current Integrated Plan reflects the reporting structure and data available during plan development. While MCBH does not plan to revise the current Integrated Plan to further disaggregate projected service counts, the County will continue working with providers to improve the consistency, accuracy, and interpretability of projected service utilization information. MCBH will also explore opportunities to provide more detailed age-group reporting, including distinctions between adults and older adults, in future planning and reporting processes, including the Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) and future Integrated Plans, where state reporting requirements, templates, and available data systems support such reporting.

g. Recommendation: **Restoring Housing Interventions funding toward the statutory 30 percent allocation and requested a clearer long-term housing investment strategy.**
MCBH Response: MCBH recognizes the critical role that housing plays in behavioral health recovery and community stability. At the same time, BHSA implementation requires consideration of the full behavioral health continuum, including prevention **and early intervention services, outpatient treatment, intensive community-based services, crisis response, residential care, workforce needs, and housing supports. The County believes additional planning, analysis, and collaboration with behavioral health providers, housing partners, health care organizations, homelessness response partners, and other community stakeholders are needed to fully evaluate the potential impacts of future funding changes across the broader system of care. During the three-year implementation period, MCBH will continue assessing community needs, service utilization patterns, housing needs, system capacity, and available funding opportunities to help inform future decisions regarding long-term alignment with the BHSA funding framework.**

h. Recommendation: **Increase transparency regarding stakeholder engagement by clearly documenting which stakeholder groups participated in the planning process, how and when engagement occurred, key concerns and recommendations raised, how stakeholder input influenced the Integrated Plan, and the membership and participation of the Behavioral Health Transformation Collaborative.**
MCBH Response: MCBH agrees that transparency regarding stakeholder engagement

is important. The Community Planning Process section of the Integrated Plan documents a broad and extensive engagement effort that included community members, individuals with lived experience, family members, providers, healthcare organizations, public agencies, housing and homelessness partners, educational partners, public safety representatives, and other required stakeholder groups. The Integrated Plan also includes summaries of stakeholder engagement activities, participating organizations, public comments received, and substantive revisions recommended during the public comment period.

While MCBH does not plan to revise the current Integrated Plan to include the additional stakeholder engagement matrix described in the recommendation, the County recognizes the value of further documenting how stakeholder input informed planning decisions and implementation priorities. This recommendation will be used to inform future Community Planning Process activities, stakeholder engagement documentation, and data collection efforts for future Integrated Plans. MCBH will continue working to strengthen transparency regarding stakeholder participation, feedback received, and the ways in which community and system partner input informs behavioral health planning and implementation efforts.

i. Recommendation: **Identify additional funding sources and transition strategies to preserve effective Prevention and Early Intervention (PEI) programs that may be impacted by the transition from MHSA to BHSA, particularly programs serving individuals at the lowest levels of intervention and populations experiencing unmet behavioral health needs.**

MCBH Response: MCBH recognizes the important role that Prevention and Early Intervention programs have played in supporting community members before behavioral health needs escalate to higher levels of care. The transition from MHSA to BHSA reflects significant statewide policy and funding changes that affect how prevention, early intervention, specialty behavioral health services, and housing-related supports are funded and organized. Throughout the planning process, MCBH has prioritized continuity of care and has worked closely with providers and system partners to identify alternative funding sources and prepare for these changes. The County recognizes that implementation is occurring within a broader environment that includes significant pressures on both behavioral health and housing systems, including funding uncertainty for some shelter and interim housing programs, existing housing shortages, and substantial waitlists for housing resources. The County will continue working with its contracted provider network and community partners to assess program continuity, identify service and housing gaps that may emerge during implementation, and explore opportunities to support effective community-based services and housing resources through available funding sources and partnerships. MCBH remains committed to supporting providers and communities throughout the

transition and will continue monitoring implementation impacts as part of ongoing BHSA planning, housing coordination, and implementation efforts.

j. Recommendation: **Consider a broader range of housing models and housing continuum options, including safe parking, tiny homes or sleeping cabins, accessory dwelling units (ADUs/JADUs), shared housing, room-and-board arrangements, license-exempt housing models, and family-supported housing approaches, where clinically and operationally appropriate for BHSA-eligible individuals.**
MCBH Response: MCBH appreciates the recommendation and recognizes the potential value of a diverse range of housing models in addressing the varying needs of individuals experiencing homelessness or housing instability. The County acknowledges that housing solutions may extend beyond traditional supportive housing approaches and that innovative housing models may play an important role within the broader community housing continuum. While MCBH does not plan to revise the current Integrated Plan to incorporate specific commitments regarding these housing models, the County remains interested in ongoing collaboration with housing providers, homelessness response partners, local governments, healthcare organizations, and other community stakeholders to explore opportunities that may strengthen housing access and stability for BHSA-eligible individuals. These concepts will be taken under advisement and may inform future planning, partnership development, and housing system coordination efforts as local needs, resources, and implementation opportunities continue to evolve.

County Behavioral Health Services Care Continuum

The Behavioral Health Care Continuum is composed of two distinct frameworks for substance use disorder and mental health services. These frameworks are used for counties to demonstrate planned expenditures across key service categories in their service continuum. Questions on the Behavioral Health Care Continuum are in the Integrated Plan Budget Template.

County Provider Monitoring and Oversight

Cities submitting their Integrated Plan independently from their counties do not have to complete the Medi-Cal Quality Improvement Plan questions or Question 1 under All BHSA Provider Locations. Otherwise, all fields must be completed unless marked as optional. For related policy information, refer to **6.C.2 Securing Medi-Cal Payment**.

Medi-Cal Quality Improvement Plans

1. For Specialty Mental Health Services (SMHS) or for integrated SMHS/Drug Medi-Cal Organized Delivery System (DMC-ODS) contracts under Behavioral Health Administrative Integration, please upload a copy of the county's current Quality Improvement Plan (QIP) for State Fiscal Year (SFY) 2026-2027 (enter file name here): QI Workplan FY 26-27.docx

2. Does the county operate a standalone DMC-ODS program (i.e., a DMC-ODS program that is not under an integrated SMHS/DMC-ODS contract)?
   ☒ **Yes** ☐ No
   a. If yes, for standalone DMC-ODS, please upload a copy of the county's current QIP for SFY 2026-2027 (enter file name here):

Contracted BHSA Provider Locations

1. As of the date this report is submitted, in Table 8, please provide the total number of contracted Behavioral Health Services Act (BHSA) provider locations offering non-Housing services for SFY 2025-26, i.e., BHSA-funded locations that are (i) not owned or operated by the county, and (ii) offer BHSA services other than Housing Interventions services.[1]

Table 8. Contracted BHSA Provider Locations Offering Non-Housing Services

Services Provided	Number of Contracted BHSA Provider Locations
Mental Health (MH) services only	**50**
Substance Use Disorder (SUD) services only	**0**
Both MH and SUD services	**0**

2. Among the county's contracted BHSA provider locations, please identify the number of locations that also participate in the county's Medi-Cal Behavioral Health Delivery System (BHDS) (including SMHS and Drug MC/DMC-ODS) for SFY 2025-26.

Table 9. Contracted BHSA Provider Locations that Participate in Medi-Cal BHDS

Services Provided	Number of Contracted BHSA Provider Locations
SMHS only	**41**
DMC/DMC-ODS only	**0**
Both SMHS and DMC/DMC-ODS systems	**0**

All BHSA Provider Locations

For related policy information, refer to B.2 Considerations of Other Local Program Planning Processes.

[1] Note: A provider location should be counted if it offers both Housing Interventions and mental health (MH) or substance use disorder services (SUD); provider location that contracts with the county to provide both mental health and substance use disorder services should be counted separately.

1. Among the county's BHSA-funded SMHS provider locations (county-operated and contracted) that offer services/Levels of Care that may be covered by Medi-Cal MCPs as non-specialty mental health services (NSMHS), what percentage of BHSA funded SMHS providers contract with at least one MCP in the county for the delivery of NSMHS?[2] **38%**
    a. If the estimate is less than 60%, please describe the county's plans to enhance rates of MCP contracting starting July 1, 2027, and over the subsequent two years among the BHSA provider locations that are providing services that can/should be reimbursed by Medi-Cal MCPs: **The County of Monterey will provide guidance to BHSA-funded providers and other community-based organizations regarding MCP billing requirements and encourage participation in MCP contracting where clinically appropriate and operationally feasible. These efforts are intended to improve coordination of care, reduce duplication of funding streams, and ensure BHSA resources are reserved for individuals who meet SMHS medical necessity criteria, while supporting integrated and fiscally responsible service delivery.**
2. To maximize resource efficiency, counties must, as of July 1, 2027, (with certain exceptions) require their BHSA providers to:
    - Check whether an individual seeking services eligible for BHSA funding is enrolled in Medi-Cal and/or a commercial health plan, and if uninsured, refer the individual for eligibility screening;
    - Bill the Medi-Cal Behavioral Health Delivery System for covered services for which the provider receives BHSA funding; and
    - Make a good faith effort to seek reimbursement from Medi-Cal Managed Care Plans (MCPs) and commercial health plans for covered services for which the provider receives BHSA funding.

    a. Does the county wish to describe implementation challenges or concerns with these requirements?
    ☐ Yes ☒ **No**
        i. If yes, please describe any implementation challenges or concerns with the requirements for BHSA providers: **N/A**
3. Counties must monitor BHSA-funded providers for compliance with applicable requirements under the Policy Manual, the county's BHSA contract with DHCS, and state law and regulations. Effective SFY 2027-2028, counties must (1) adopt a monitoring schedule that includes periodic site visits and (2) preserve monitoring records, including monitoring reports, county-approved provider Corrective Action Plans (CAPs), and confirmations of CAP resolutions. Counties shall supply these records at any time upon DHCS's request. DHCS encourages counties to adopt the same provider monitoring schedule as under Medi-Cal: annual monitoring with a site visit at least

[2] Note: DHCS will provide each county with a list of their SMHS providers that also contract with MCPs. Counties will then calculate a final percentage after excluding SMHS providers that do not offer any services that may be covered as NSMHS.

once every three years. For providers that participate in multiple counties' BHSA programs, a county may rely on monitoring performed by another county.

Does the county intend to adopt this recommended monitoring schedule for BHSA- funded providers that:

a. Also participate in the county's Medi-Cal Behavioral Health Delivery System? (Reminder: Counties may simultaneously monitor for compliance with Medi-Cal and BHSA requirements)

☐ Yes ☒ **No**

i. If not, please describe how the county will monitor these providers for compliance with BHSA requirements:

Beginning SFY 2027–2028, Monterey County Behavioral Health (MCBH) will implement a provider monitoring schedule for BHSA-funded providers that includes quarterly data review, annual program monitoring, and site visits at least once every three years. Monitoring activities will include review of BHSA Compliance Forms completed by providers; collection and analysis of participant engagement, process, and outcome performance data; and review of compliance with applicable BHSA requirements, state law, regulations, and county contract requirements.

MCBH's Quality Improvement (QI) Department will continue conducting program monitoring in accordance with County Policy 422, Utilization Review, while incorporating BHSA-specific monitoring requirements into the existing monitoring structure. When compliance issues are identified, providers will be required to implement corrective action plans (CAPs), and MCBH will monitor resolution of identified issues. Monitoring records, including monitoring reports, county-approved CAPs, and documentation of CAP resolution, will be maintained and made available to DHCS upon request.

b. Do not participate in the county's Medi-Cal Behavioral Health Delivery System?

☐ Yes ☒ **No**

i. If not, please describe how the county will monitor these providers for compliance with BHSA requirements:

Beginning SFY 2027–2028, Monterey County Behavioral Health (MCBH) will implement a provider monitoring schedule for BHSA-funded providers that do not participate in the County's Medi-Cal Behavioral Health Delivery System. Monitoring activities will include quarterly data review, annual program monitoring, and site visits at least once every three years.

Monitoring of non-Medi-Cal BHSA-funded providers will be conducted by a BHSA Monitoring Analyst and will include review of BHSA Compliance Forms; collection and analysis of participant engagement, process, and outcome performance data; and review of compliance with applicable BHSA requirements, state law, regulations, and county contract requirements. When compliance issues are identified, providers will be required to implement corrective action plans (CAPs), and MCBH will monitor resolution of identified issues.

Monitoring records, including monitoring reports, county-approved CAPs, and documentation of CAP resolution, will be maintained and made available to DHCS upon request.

Behavioral Health Services Act/Fund Programs

Behavioral Health Services and Supports (BHSS) - See Appendix A

Full Service Partnership Program

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for each EBP. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population, in consideration of BHSA funding availability. These projections are not binding and are for planning purposes only. In future guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA FSP requirements. For related policy information, refer to **7.B.3 Full Service Partnership Program Requirements** and **7.B.4 Full Service Partnership Levels of Care**.

1. Please review the total estimated number of individuals who may be eligible for each of the following Full Service Partnership (FSP) services (consistent with the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Evidence-Based Practice (EBP) Policy Guide, the Policy Manual Chapter 7, Section B, and forthcoming High Fidelity Wraparound (HFW) Medi-Cal Guidance): Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT), Full Service Partnership (FSP) Intensive Case Management (ICM), HFW and Individual Placement and Support (IPS) Model of Supported Employment). Please input the estimates provided to the county in the table below.

Table 10. Estimated Number of Individuals Eligible for Full Service Partnership Services

Total Adult FSP Eligible Population	Estimates

Number of Medi-Cal Enrolled Individuals	**1,403**
Number of Uninsured Individuals	**289**
Number of Total FSP Eligible Individuals with Some Justice-System Involvement	**516**

Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT) Eligible Population

1. Please input the estimates provided to the county in the table below.

Table 11. Estimated Number of Individuals Eligible for ACT and FACT and Estimated Number of Teams Needed to Serve Total Eligible Population

ACT and FACT Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	**173**
Number of Uninsured Individuals	**36**
Number of Total ACT Eligible Individuals with Some Justice-System Involvement	**516**

FACT Eligible Population (ACT with Justice-System Involvement)	Estimates
Number of Medi-Cal Enrolled Individuals	**87**
Number of Uninsured Individuals	**18**

ACT and FACT Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	**40**
Number of Teams Needed to Serve Total Eligible Population	**4**

2. Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, in Table 18 please provide the total number of teams and Full-Time Equivalents (FTEs) (county-operated and county- contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide ACT and FACT over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and Technical Assistance (TA) to assist counties with completing these fields.

Table 12. Total Number of ACT and FACT Practitioner and Teams

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	16.5	16.5	16.5
Total Number of Teams	1	1	1

Full Service Partnership (FSP) Intensive Case Management (ICM) Eligible Population

1. Please input the estimates provided to the county in the table below.

Table 13. Estimated Number of Individuals Eligible for FSP ICM and Estimated Number of Teams Needed to Serve Total Eligible Population

FSP ICM Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	**1,143**
Number of Uninsured Individuals	**235**

FSP ICM Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	**60**
Number of Teams Needed to Serve Total Eligible Population	**12**

2. Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, in Table 20 please provide the total number of teams and FTEs (county-operated and county-contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide FSP ICM over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields

Table 14. Total Number of FSP ICM Practitioners and Teams

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	32	32	32
Total Number of Teams	27	27	27

High Fidelity Wraparound (HFW) Eligible Population

1. Please input the estimates provided to the county in the table below. Note: HFW guidance is forthcoming; DHCS will provide these estimates in accordance with HFW guidance.

Table 15. Estimated Number of Individuals Eligible for HFW and Estimated Number of Teams Needed to Serve Total Eligible Population

HFW Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	*585*
Number of Uninsured Individuals	*60*

HFW Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	*219*
Number of Teams Needed to Serve Total Eligible Population	*4*

2. Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, in Table 22 please provide the total number of teams and FTEs (county-operated and county-contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide HFW over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields.

Table 16. Total Number of HFW Practitioners and Teams

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	4	4	4
Total Number of Teams	2	2	2

Individual Placement and Support (IPS) Eligible Population

1. Please input estimates provided to the county in the table below:

Table 17. Estimated Number of Individuals Eligible for IPS and Estimated Number of Teams Needed to Serve Total Eligible Population

IPS Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	**2,418**
Number of Uninsured Individuals	**506**

IPS Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	**185**
Number of Teams Needed to Serve Total Eligible Population	**74**

2. Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county-operated and county-contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide IPS over this Integrated Plan period, by fiscal year.

Table 18. Total Number of IPS Practitioners and Teams

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	**3.5**	**3.5**	**3.5**
Total Number of Teams	**1**	**1**	**1**

Full Service Partnership (FSP) Program Overview

Please provide the following information about the county's BHSA FSP program.

1. Will any of the estimated number of practitioners the county plans to utilize (provided above) be responsible for providing more than one EBP?
   ☐ Yes ☒ No
   a. If yes, please describe how the estimated practitioners will provide more than one EBP:
   N/A
2. Please describe how the county is employing a whole-person, trauma-informed approach, in partnership with families or an individual's natural supports:
   The County of Monterey employs a whole-person, trauma-informed approach to Full Service Partnership services that recognizes the interconnected nature of behavioral health, physical health, housing stability, and social and community supports. Services are delivered in a manner that emphasizes safety, trust, respect, and choice, and are responsive to the lived experiences and strengths of individuals and families served.
   FSP services are designed to engage individuals in their communities and address needs across multiple life domains, including mental health, substance use, physical health, housing, and social supports. Providers are expected to use trauma-informed practices that minimize re-traumatization, promote engagement, and adapt services to meet individuals where they are.

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The County supports active partnership with families and individuals' natural supports, consistent with client preference and consent. Families, caregivers, and other natural supports are engaged in service planning, care coordination, and ongoing support to promote stability and recovery. For children, youth, and families, this includes family-driven planning and coordination across systems that support youth and caregivers.
Coordination with community-based organizations, physical health providers, housing partners, and other system partners further supports a whole-person approach. Through these practices, the County of Monterey promotes integrated, person-centered services that support recovery, wellness, and long-term stability.

3. Please describe the county's efforts to reduce disparities among FSP participants:
The County of Monterey is committed to reducing disparities among Full Service Partnership participants by promoting equitable access to services and culturally and linguistically responsive care. Equity considerations are incorporated into program design, service delivery expectations, and ongoing implementation activities.
The County supports outreach and engagement strategies that are responsive to the cultural, linguistic, geographic, and socioeconomic diversity of the community. This includes adapting engagement approaches, service locations, and service delivery methods to reduce barriers related to language access, transportation, housing instability, and stigma.
The County of Monterey emphasizes the inclusion of peer and family support roles and values lived experience as a critical component of service delivery. These roles support trust-building and engagement, particularly for individuals from historically underserved communities.
The County also uses available data and stakeholder input to identify disparities in access, engagement, and outcomes among FSP participants. Information from service utilization data, community input, and provider feedback is used to inform adjustments to outreach strategies, training priorities, and partnerships with community-based organizations, supporting continuous improvement and equity across FSP services.

4. Select which goals the county is hoping to support based on the county's allocation of FSP funding (select all that apply):
    a. ☒ **Access to Care**
    b. ☒ **Care Experience**
    c. ☒ **Engagement in School**
    d. ☒ **Engagement in Work**
    e. ☒ **Homelessness**
    f. ☒ **Institutionalization**
    g. ☒ **Justice-Involvement**
    h. ☒ **Overdoses**

i. ☒ **Prevention of Co-Occurring Physical Health Conditions**
j. ☒ **Quality of Life**
k. ☒ **Removal of Children from Home**
l. ☒ **Social Connection**
m. ☒ **Suicides**
n. ☒ **Untreated Behavioral Health (BH) Conditions (e.g., substance use disorder, depression, maternal and child behavioral disorders, other adult mental health conditions)**

5. Please describe what actions or activities the county behavioral health system is doing to provide ongoing engagement services to individuals receiving FSP ICM**:**
   The County of Monterey provides ongoing engagement services for individuals receiving Full Service Partnership Intensive Case Management through consistent, relationship-based, and community-centered practices. Engagement is treated as a continuous process that supports access, retention, and meaningful participation in services. FSP ICM teams maintain regular contact using flexible, individualized strategies that reflect client needs, preferences, and circumstances, including community-based contacts, flexible scheduling, and outreach in settings identified by the individual.

   Engagement activities are integrated with service planning and care coordination. Staff work collaboratively with individuals to identify goals, address barriers to participation, and adjust services as needs change. When individuals experience periods of disengagement, teams use respectful and persistent re-engagement approaches that prioritize trust, choice, and continuity of care. Ongoing engagement is further supported through multidisciplinary team structures, inclusion of peer support roles, and coordination with housing, physical health, and community-based partners to promote stability and recovery.

   a. Optional: Ongoing engagement services is a required component of ACT, FACT, IPS, and HFW. Please describe any ongoing engagement services the county behavioral health system will provide beyond what is required of the EBP**: N/A**

6. Please describe how the county will comply with the required FSP levels of care (e.g., transition FSP ICM teams to ACT, stand up new ACT teams and/or stand up new FSP ICM teams, etc.):
   The County of Monterey will comply with required Full Service Partnership levels of care by ensuring that FSP services are delivered at the appropriate intensity to meet individual needs and are aligned with evidence-based practices and defined levels of care. The County will differentiate service expectations for Full Service Partnership Intensive Case Management and Assertive Community Treatment and will align staffing, team structure, and service delivery accordingly.
   The County will assess existing FSP ICM capacity and community need to determine the appropriate mix of FSP ICM and ACT services. As needed, this may include transitioning FSP

ICM teams to ACT models, standing up new ACT teams, and or establishing additional FSP ICM teams to maintain a balanced continuum of care. Decisions will be guided by clinical need, provider readiness, and fidelity requirements.
The County will support implementation through workforce training, coordination with contracted providers, and use of data to monitor service delivery, transitions between levels of care, and continuity of services.

7. Please indicate whether the county FSP program will include any of the following optional and allowable services:
    a. Primary substance use disorder (SUD) FSPs
        ☐ Yes ☒ **No**
            i. If yes, please describe: **N/A**
    b. Outreach activities related to enrolling individuals living with significant behavioral health needs in an FSP (activities that fall under assertive field- based initiation of substance use disorder treatment services will be captured separately in the next section) ☐ Yes ☒ **No**
            i. If yes, please describe the outreach activities the county will engage in to enroll individuals living with significant behavioral health needs into the county's FSP program: **N/A**
    c. Other recovery-oriented services
        ☐ Yes ☒ **No**
            i. If yes, please describe the other recovery-oriented services the county's FSP program will include: **N/A**
8. If there are other services not described above that the county FSP program will include, please list them here. For team-based services, please include number of teams. If no additional FSP services, use "N/A": **N/A**
9. What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible children and youth in the development of the county's FSP program (e.g., review data, engage with stakeholders, analyze research, etc.) who are:
    a. In, or at-risk of being in, the juvenile justice system: **The County considered the needs of justice-involved and at-risk children and youth through review of service utilization data and coordination with probation, education, and community-based providers. Planning activities emphasized trauma-informed engagement, continuity of care during system transitions, and coordination across behavioral health, juvenile justice, and family-serving systems to support stability and reduce system involvement.**
    b. Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+): **The County incorporated equity-focused planning and stakeholder input to address the needs of LGBTQ+ children and youth in FSP program development. Engagement with providers and community-based organizations informed expectations related to affirming practices,**

confidentiality, culturally responsive engagement, and workforce training to ensure services are accessible, respectful, and responsive.

c. In the child welfare system: **The County reviewed behavioral health and child welfare data and engaged system partners to understand coordination challenges affecting children and youth involved in the child welfare system. Planning efforts focused on strengthening cross-system collaboration, supporting continuity of care, and promoting family and caregiver involvement in service planning and coordination.**

10. What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible adults in the development of the county's FSP (e.g., review data, engage with stakeholders, analyze research, etc.) who are:
    a. Older adults: **The County reviewed demographic and service utilization data and engaged providers serving older adults to inform FSP program development. Planning considerations focused on co-occurring health needs, accessibility, housing stability, and coordination across behavioral health, physical health, and social service systems.**
    b. Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+): **The County incorporated equity-focused planning and stakeholder input to consider the needs of LGBTQ+ adults in FSP program development. Engagement with providers and community-based organizations informed expectations related to affirming practices, culturally responsive engagement, and workforce training.**
    c. In, or are at risk of being in, the justice system: **The County reviewed behavioral health and justice-related data and engaged justice system partners to identify service gaps and transition challenges for justice-involved adults. Planning activities emphasized coordination across behavioral health, justice, housing, and community-based systems to support continuity of care and community reentry.**

Assertive Field-Based Substance Use Disorder (SUD) Questions

For related policy information, refer to **7.B.6 Assertive Field-Based Initiation for Substance Use Disorder Treatment Services**.

1. In Tables 25 and 26, please describe the county behavioral health system's approach and timeline(s) to support and implement assertive field-based initiation for SUD treatment services program requirements by listing the existing and new programs (as applicable) that the county will leverage to support the assertive field-based SUD program requirements and provide the current funding source, BHSA service expansion, and the expected timeline for meeting programmatic requirements to expand existing programs and/or stand up new initiatives before July 1, 2029. Counties should include programs not funded directly or exclusively by BHSA dollars. Additional information regarding assertive field-based initiation for SUD treatment services can be found in the BHSA Policy Manual Chapter 7, Section B.6.

Table 19. Existing Programs for Assertive Field-Based SUD Treatment Services

Requirement	Existing Program	Program Description	Current Funding Source	BHSA Changes to Existing Program(s) to Meet BHSA Requirements	Expected Timeline of Operation
Targeted Outreach	**Youth-Focus Prevention Programming through Opioid Remediation Uses**	***See below***	***See below***	***See below***	***See below***
Mobile Field-Based Program(s)	**Central Coast Overdose Prevention (CCODP) Substance Use Response Team (SURT)**	***See below***	***See below***	***See below***	***See below***
Open-Access Clinic(s)	**Opioid (Narcotic) Treatment Program (ASAM OTP Level 1); Outpatient Services (ASAM Level 1, 2.1, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)**	***See below***	***See below***	***See below***	***See below***

Existing Programs for Assertive Field-Based SUD Treatment Services

1. Targeted Outreach
    a. Existing Program(s): **Youth-Focus Prevention Programming through Opioid Remediation Uses**
    b. Program Description(s): **Youth-Focus Prevention Programming is a trauma-informed program that focuses on preventing youth substance use through evidence-based strategies that strengthen resilience, promote leadership development, and expand access to prevention and early intervention resources. It engages students in high-risk educational and juvenile justice settings and provides caregiver and educator workshops, as well as prevention, harm-reduction, intervention, and treatment youth corps trainings. The program is designed to reduce risk and support healthy development among youth populations.**

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c. Current Funding: **Medi-Cal reimbursement for allowable services; County SUD funding**
d. BHSA Changes to Existing Program(s) to Meet BHSA Requirements: **Under BHSA, the County will work to further align and coordinate existing outreach activities to function as part of a structured AFBI model. This includes clarifying referral pathways, strengthening coordination with mobile field-based services and open-access clinics, and ensuring outreach practices support timely engagement and initiation of treatment, including MAT, consistent with BHSA requirements.**
e. Expected Timeline of Operation: **Ongoing, with continued alignment and integration during the BHSA implementation period**

2. Mobile Field Based Program(s)
   a. Existing Program(s): **Central Coast Overdose Prevention (CCODP) Substance Use Response Team (SURT) Program**
   b. Program Description(s): **SURT provides mobile outreach throughout the County to deliver street medicine services and provide SUD assessment, engagement, and care coordination in community settings outside of traditional clinic environments. The program is staffed by a multidisciplinary team of healthcare professionals, including a qualified licensed practitioner (e.g., physician or physician assistant) and Medi-Cal–certified peer support specialists/Community Health Workers. Using a patient-centered approach, the program meets individuals where they are—on the streets, in shelters, or other temporary accommodations—and supports transitions of care through partnerships with harm reduction organizations and local behavioral health resources, linking individuals to outpatient, residential, and MAT services as appropriate.**
   c. Current Funding: **Opioid Settlement Dollars.**
   d. BHSA Changes to Existing Program(s) to Meet BHSA Requirements: **To meet BHSA AFBI requirements, the County will further integrate existing mobile field-based services with targeted outreach and open-access treatment entry points. This alignment will focus on strengthening coordination, improving timeliness of service initiation, and supporting structured handoffs to MAT providers and ongoing SUD treatment programs as part of a cohesive AFBI service program.**
   e. Expected Timeline of Operation: **Ongoing, with continued refinement and alignment under BHSA implementation**

3. Open-Access Clinic(s): Program #1
   a. Existing Program: **Opioid (Narcotic) Treatment Program (SAM OTP Level 1)**
   b. Program Description: **This program provides outpatient clinic based and mobile based narcotic treatment services, including methadone, buprenorphine, disulfiram, and naloxone to alleviate withdrawal. Operating at the ASAM service level, it offers comprehensive SUD care, including on demand screening, assessment, care coordination, counseling, family therapy, medical psychotherapy, medication management, patient education, drug screening, crisis**

intervention, and recovery support services. The program is designed to provide accessible, clinic-based and mobile based NTP treatment to individuals seeking outpatient SUD care.

c. Current Funding: **Medi-Cal reimbursement; County SUD funding; DMC-ODS.**

d. BHSA Changes to Existing Program(s) to Meet BHSA Requirements: **As part of BHSA implementation, the County will align existing access points to function more explicitly as open-access components within an AFBI framework. This includes strengthening coordination with outreach and mobile field-based teams, supporting rapid or same-day initiation of treatment where feasible, and ensuring streamlined referral pathways to MAT and ongoing SUD services.**

e. Expected Timeline of Operation: **Ongoing, with continued alignment and coordination during the BHSA implementation period.**

4. Open-Access Clinic(s): Program #2

a. Existing Program: **Outpatient Services (ASAM Level 1, 2.1, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)**

b. Program Description: **The program delivers outpatient substance use disorder treatment, including ASAM Level 1 and 2.1 services, MAT medication support, recovery services, peer support, and care coordination through clinic-based services and mobile MAT units. Participants attend 2–3 times per week over a four-month period, receiving group and individual sessions focused on recovery skills, relapse prevention, and stress management. The program uses evidence-based approaches, including motivational enhancement and cognitive behavioral therapy, and is staffed by a multidisciplinary team of licensed clinicians, counselors, and peer recovery specialists.**

c. Current Funding: **Medi-Cal reimbursement; County SUD funding.**

d. BHSA Changes to Existing Program(s) to Meet BHSA Requirements: **As part of BHSA implementation, the County will align existing access points to function more explicitly as open-access components within an AFBI framework. This includes strengthening coordination with outreach and mobile field-based teams, supporting rapid or same-day initiation of treatment where feasible, and ensuring streamlined referral pathways to MAT and ongoing SUD services.**

e. Expected Timeline of Operation: **Ongoing, with continued alignment and coordination during the BHSA implementation period.**

Table 20. New Programs for Assertive Field-Based SUD Treatment Services

Requirement	New Program(s)	Program Description(s)	Planned Funding	Planned Operations	Expected Timeline of Implementation

Targeted Outreach	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Mobile Field-Based Program(s)	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Open-Access Clinic(s)	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Medications for Addiction Treatment (MAT) Details

Please describe the county's approach to enabling access to same-day medications for addiction treatment (MAT) to meet the estimated population needs before July 1, 2029.

1. Describe how the county will assess the gap between current county MAT resources (including programs and providers) and MAT resources that can meet estimated needs:
   To understand where existing MAT resources may fall short of meeting community needs, the County of Monterey Behavioral Health will take a practical, implementation-focused look at how current programs and providers are functioning in relation to expected demand. This will include considering provider capacity, geographic availability, utilization patterns, and timeliness of access alongside available information on substance use disorder prevalence and anticipated referrals from AFBI and other access points. These insights will be used to inform ongoing contracting, referral coordination, and operational adjustments to support sufficient access to MAT services.

2. Select the following practices the county will implement to ensure same day access to MAT (select all that apply):
   - **a. ☒ Contract directly with MAT providers in the county**
   - b. ☐ Operate MAT clinics directly
   - c. ☐ Enter into referral agreements with other MAT providers including providers whose services are covered by Medi-Cal MCPs and/or Fee-For-Service (FFS) Medi-Cal
   - **d. ☒ Leverage telehealth model(s)**
   - e. ☐ Partner with neighboring counties
     - i. If selected, please provide the names of the neighboring counties: **N/A**
   - f. ☐ Contract with MAT providers in other counties
     - i. If selected, please provide the names of neighboring counties: **N/A**
   - g. ☐ Other strategy
3. What forms of MAT will the county provide utilizing the strategies selected above?
   - **a. ☒ Buprenorphine**
   - **b. ☒ Methadone**
   - **c. ☒ Naltrexone**

d. ☒ **Other**
    i. If selected, please specify other forms of MAT: **Disulfiram**

Housing Interventions

Planning

For related policy information, refer to **7.C.3 Program priorities** and **7.C.4 Eligible and priority populations**.

System Gaps

1. Please identify the biggest gaps facing individuals experiencing homelessness and at risk of homelessness with a behavioral health condition who are Behavioral Health Services Act (BHSA) eligible in the county. Please use the following definitions to inform your response: No gap – resources and connectivity available; Small gap – some resources available but limited connectivity; Medium gap – minimal resources and limited connectivity available; Large gap – limited or no resources and connectivity available; Not applicable – county does not have setting and does not consider there to be a gap. Counties should refer to their local Continuum of Care (CoC) Housing Inventory Count (HIC) to inform responses to this question.
    a. Supportive housing: **Medium Gap**
    b. Apartments, including master-lease apartments: **Medium Gap**
    c. Single and multi-family homes: **Medium Gap**
    d. Housing in mobile home communities: **N/A**
    e. (Permanent) Single room occupancy units: **Medium Gap**
    f. (Interim) Single room occupancy units: **Medium Gap**
    g. Accessory dwelling units, including junior accessory dwelling units: **N/A**
    h. (Permanent) Tiny homes: **Medium Gap**
    i. Shared housing: **Medium Gap**
    j. (Permanent) Recovery/sober living housing, including recovery-oriented housing: **Medium Gap**
    k. (Interim) Recovery/sober living housing, including recovery-oriented housing: **Medium Gap**
    l. Assisted living facilities (adult residential facilities, residential facilities for the elderly, and licensed board and care): **Large Gap**
    m. License-exempt room and board: **Large Gap**
    n. Hotel and Motel stays: **Medium Gap**
    o. Non-congregate interim housing models: **Medium Gap**
    p. Congregate settings that have only a small number of individuals per room and sufficient common space (does not include behavioral health residential treatment settings): **Medium Gap**
    q. Recuperative Care: **N/A**
    r. Short-Term Post-Hospitalization housing: **N/A**

s. (Interim) Tiny homes, emergency sleeping cabins, emergency stabilization units: **Large Gap**
t. Peer Respite: **Large Gap**
u. Permanent rental subsidies: **Large Gap**
v. Housing supportive services: **Medium Gap**

2. What additional non-BHSA resources (e.g., county partnerships, vouchers, data sharing agreements) or funding sources will the county behavioral health system utilize (local, state, and federal) to expand supply and/or increase access to housing for BHSA eligible individuals? **The county behavioral health system will leverage a range of non-BHSA resources, contracted and County partnerships, and other funding sources to expand housing supply and increase access for BHSA-eligible individuals. These include state funding programs such as the Behavioral Health Bridge Housing Program (including any future competitive rounds), and the Community Care Expansion (CCE) Grant, with prior awards supporting capital and operating stabilization of residential care facilities. Partnerships with the CoC facilitated Coalition of Homeless Services Providers, specifically the Lead Me Home Leadership Council, County of Monterey Medi-Cal Managed Care Plan, Central California Alliance for Health, will support ongoing coordination with local homelessness response infrastructure, including housing navigation, case conferencing, data-sharing efforts where appropriate, interim housing supports, discharge planning and transition coordination across hospitals, correctional settings, probation, child welfare, and other institutional partners, and pathways to permanent housing for BHSA-eligible individuals. Additional resources include federal Community Development Block Grant (CDBG) funding, local housing developers and nonprofit operators, Interim, Inc. and other supportive housing providers, and housing navigation and low-barrier housing partners. The county will also utilize programs through Monterey County Works and Monterey-Salinas Transit to further support housing access and stability.**

3. How will BHSA Housing Interventions intersect with those other resources and supports to strengthen or expand the continuum of housing supports available to BHSA eligible individuals? **Coalition of Homeless Services Providers (the Lead Me Home Leadership Council): Coordinate BHSA Housing Interventions with the Lead Me Home initiative and associated homelessness response strategies to strengthen alignment between behavioral health, housing, and homeless service systems. Support collaborative housing navigation, case conferencing, housing placement, and system coordination efforts that improve access to housing opportunities and promote long-term housing stability for BHSA-eligible individuals.**

Behavioral Health Bridge Housing Program (including any future competitive rounds): Coordinate interim and bridge housing resources with BHSA Housing Interventions to stabilize placements and support transitions from crisis or interim settings into longer-term residential and supportive housing options without disruption to care or housing stability. These efforts will strengthen continuity of care, support hospital discharge planning and

justice reentry efforts, and promote seamless pathways from crisis response and interim housing to recovery-oriented and permanent housing opportunities.

Community Care Expansion (CCE) Grant (prior awards supporting capital and operating stabilization of RCFs): Build on prior CCE-funded capital and operating stabilization of residential care facilities by aligning BHSA Housing Interventions to help preserve capacity, prevent closures, and support long-term financial sustainability beyond time-limited grant periods. These efforts will help sustain residential care resources that support recovery, community integration, and housing stability for BHSA-eligible individuals.

Central California Alliance for Health (County of Monterey Medi-Cal Managed Care Plan): Coordinate BHSA Housing Interventions with CalAIM Enhanced Care Management, Community Supports (where offered), Transitional Rental Assistance, and workforce and equity initiatives to reduce operational strain on housing providers, improve care coordination, and strengthen housing stability for Medi-Cal beneficiaries. Coordination across these resources will help support housing navigation, transitions between levels of care, and access to housing-related services that promote long-term stability and recovery.

Community Development Block Grant (CDBG) funding: Align CDBG-funded ADA accessibility and health and safety improvements with BHSA Housing Interventions to ensure rehabilitated units remain usable, accessible, and financially viable for BHSA-eligible individuals, including older adults and individuals with physical limitations.

County of Monterey Continuum of Care (CoC): Coordinate housing interventions with CoC-funded permanent supportive housing, HMIS-informed planning efforts, and other HUD resources to strengthen pathways between interim, residential, and permanent housing options for BHSA-eligible individuals experiencing homelessness or housing instability. MCBH will coordinate with the Continuum of Care to support referral processes, housing navigation activities, case conferencing efforts, and housing outcome tracking for BHSA-eligible individuals experiencing homelessness, chronic homelessness, or risk of homelessness. These efforts are intended to strengthen alignment between behavioral health services, housing resources, and homelessness response systems while supporting ongoing planning and coordination regarding future housing system integration opportunities.

Local housing developers, nonprofit operators, and supportive housing providers: Partner with developers and nonprofit operators to advance facility acquisition, conversion, and development strategies identified in the RCFI study, while using BHSA Housing Interventions to support operating sustainability, referrals, and access for BHSA-eligible populations.

Coordination with housing partners may include exploration of adaptive reuse, recovery-oriented housing, shared housing, master leasing, and other housing approaches that strengthen the local housing continuum.

Housing navigation and low-barrier housing partners: Coordinate BHSA Housing Interventions with housing navigation and low-barrier housing options to improve access for individuals who face barriers to traditional residential care facilities, including individuals with co-occurring substance use disorders. These partnerships will support engagement of individuals experiencing homelessness, including those living in unsheltered settings, and help connect them to housing opportunities that promote stability, recovery, and long-term community integration.

Monterey County Works: Align workforce development and training resources with BHSA Housing Interventions to strengthen staffing capacity at residential care facilities and supportive housing settings. By supporting workforce recruitment, training, and retention efforts, these partnerships will help preserve housing and treatment capacity, reducse service disruptions, and program long-term stability and continuity of care for BHSA-eligible individuals.

Monterey-Salinas Transit programs: Coordinate housing placements supported by BHSA Housing Interventions with transit programs (e.g., taxi vouchers, navigation support) to improve access to behavioral health services, medical appointments, employment, education, and other community resources. These efforts will help reduce transportation barriers, improve access for individuals living in underserved areas, support community integration, and promote housing stability and successful placement outcomes.

Lastly, and consistent with BHSA requirements, Monterey County Behavioral Health will implement the Individual Placement and Support (IPS) model of supported employment to fidelity funded with both non-BHSA and BHSA Full Service Partnership dollars. IPS services are intended to help individuals with serious mental illness and co-occurring conditions obtain and maintain competitive employment while receiving behavioral health services. In addition to supporting recovery and community integration, IPS is expected to strengthen economic stability by increasing access to earned income, employment opportunities, and workplace supports. MCBH recognizes that economic security can be an important contributor to long-term housing stability and retention. Through implementation of IPS and coordination with housing, benefits, and supportive service partners, the County will support individuals in pursuing employment goals that may strengthen their ability to obtain and maintain stable housing over time.

4. What is the county behavioral health system's overall strategy to promote permanent housing placement and retention for individuals receiving BHSA Housing Interventions? **Monterey County Behavioral Health's overall strategy to promote permanent housing placement and retention for individuals receiving BHSA Housing Interventions is to strengthen the stability and continuity of housing options across the behavioral health housing continuum. The County will focus on preserving and expanding viable housing capacity, reducing barriers that contribute to housing disruption, and supporting alignment between housing, services, and system partners.**

In alignment with one of the top goals of the Lead Me Home Plan, a central component of this strategy is the preservation and expansion of permanent supportive housing opportunities for individuals with serious mental illness, substance use disorder needs, co-occurring conditions, and histories of homelessness. The County currently partners with housing providers such as Interim, Inc. and Front Street to support a continuum of housing opportunities that include permanent supportive housing, transitional housing, and residential care settings. Through these partnerships, BHSA Housing Interventions will support housing access, housing retention, housing navigation, tenancy sustaining services, rental subsidies, operating subsidies, and coordination with behavioral health services.

Recognizing the significant housing shortage and limited availability of affordable and supportive housing options within Monterey County, the County has intentionally designed its Housing Interventions strategy to include a combination of rental subsidies, operating subsidies, housing navigation and tenancy supports, participant assistance funds, and capital development investments. This balanced approach is intended to address both immediate housing access needs and longer-term housing capacity challenges. Rental subsidies, operating subsidies, and housing support services help individuals obtain and maintain housing in the near term, while capital development investments help preserve and expand housing opportunities available to future BHSA-eligible individuals. Together, these investments are intended to maximize the impact of limited Housing Interventions resources by supporting both immediate housing stability and long-term expansion of the local behavioral health housing continuum.

The County will also utilize BHSA Housing Interventions to preserve existing housing capacity and support future housing development opportunities. This includes planned investments in capital development projects designed to expand housing resources available to BHSA-eligible individuals and strengthen the long-term sustainability of the local behavioral health housing continuum.

By combining housing infrastructure investments, supportive housing partnerships, behavioral health services, and housing stability supports, the County seeks to promote successful transitions from homelessness, crisis settings, institutional care, and housing instability into long-term community living. This approach emphasizes housing stability,

recovery, community integration, and long-term sustainability while maintaining flexibility to adapt to emerging needs, available resources, and evolving state guidance.

5. What actions or activities is the county behavioral health system engaging in to connect BHSA eligible individuals to and support permanent supportive housing (PSH) (e.g., rental subsidies for individuals residing in PSH projects, operating subsidies for PSH projects, providing supportive services to individuals in other permanent housing settings, capital development funding for PSH)? **County of Monterey Behavioral Health supports connection to permanent supportive housing by coordinating behavioral health services, housing referrals, and care transitions for individuals with serious mental illness and related needs. The County recognizes that stable housing outcomes depend on effective pathways from residential and interim settings into permanent housing options, particularly for individuals who face barriers to traditional placements. Current service contracts, including those supporting community-based and field-based behavioral health services, provide infrastructure for outreach, engagement, care coordination, and ongoing support that facilitate successful linkage to PSH and continuity of care once housed.**

   In addition to rental subsidies, operating subsidies, and supportive housing services, MCBH is utilizing BHSA Housing Interventions to support strategic capital development investments intended to expand long-term housing capacity for BHSA-eligible individuals. Planned projects include the development of additional board-and-care capacity and recovery-oriented housing opportunities designed to serve individuals with significant behavioral health needs who face substantial barriers to obtaining and maintaining stable housing. These investments are intended to preserve and expand the local behavioral health housing continuum, increase access to supportive housing settings, and create additional pathways from homelessness, institutional settings, and housing instability into long-term community-based housing. MCBH will continue coordinating these efforts with housing providers, homelessness response partners, healthcare organizations, and other community stakeholders to maximize the impact of limited capital resources and leverage additional housing development opportunities where feasible.

6. Please describe how the county behavioral health system will ensure all Housing Interventions settings provide access to clinical and supportive behavioral health care and housing services: **County of Monterey Behavioral Health's approach to Housing Interventions emphasizes integration of housing with access to clinical and supportive behavioral health services. Housing stability is closely linked to the availability of coordinated mental health services, case management, and culturally responsive supports. Through contracted behavioral health providers and system partnerships, the County supports service models that include assessment, treatment, care coordination, and linkage to community resources, helping ensure individuals in Housing Interventions settings can access appropriate clinical and supportive services while maintaining flexibility to adapt service delivery based on setting type, individual need, and evolving state guidance.**

Eligible Populations

1. Please describe how the county behavioral health system will identify, screen, and refer individuals eligible for BHSA Housing Interventions: **County of Monterey Behavioral Health will identify, screen, and refer individuals eligible for BHSA Housing Interventions through routine behavioral health service delivery, outreach, and care coordination activities. Individuals are identified through clinical assessment, field-based engagement, and ongoing contact with county-operated and contracted behavioral health providers. Screening processes incorporate clinical need, functional impairment, housing status, and service history to determine appropriateness for Housing Interventions. Referrals are coordinated through care teams and system partners to support timely connection to housing resources and ongoing behavioral health services, with flexibility to adapt referral pathways based on individual needs, available housing options, and evolving state guidance. MCBH will utilize culturally responsive engagement and referral approaches tailored to the needs of population groups with elevated unmet behavioral health and housing needs, including older adults and other priority populations, and will monitor and report implementation progress across age groups throughout the plan period to help ensure equitable access to Housing Interventions.**
2. Will the county behavioral health system provide BHSA-funded Housing Interventions to individuals living with a substance use disorder (SUD) only?

   ☐ Yes ☒ **No**

   a. If not, please indicate why the county behavioral health system will not provide BHSA funded Housing Interventions to individuals living with a SUD only and include data to support (select all that apply):

      i. ☐ Insufficient need (i.e., individuals living with an SUD only have sufficient access to housing, there is a limited number of individuals with an SUD only who are unhoused)

         If selected, please explain why there is insufficient need to provide BHSA-funded Housing Interventions living with a SUD only: N/A

      ii. ☐ Insufficient resources

         If selected, please explain why there are insufficient resources to provide BHSA-funded Housing Interventions to individuals living with an SUD only: N/A

      iii. ☒ Other

         If selected, other than insufficient need or insufficient resources, please explain why the county is not providing BHSA-funded Housing Interventions to individuals living with a SUD only: **During the initial BHSA implementation period, Housing Intervention resources are not being deployed specifically for individuals with an SUD diagnoses without a co-occurring serious mental illness. Given the**

abbreviated planning and implementation timeframe associated with BHSA transition, the County prioritized continuation and stabilization of existing housing interventions while initiating targeted planning for additional populations.

This does not preclude the continuation of existing SUD population-focused housing programs, such as Hope Housing Marina. The County is actively convening planning discussions with SUD providers and system partners to better understand the housing needs, service models, and funding coordination considerations for SUD-only populations, including coordination with MCP TRA and other housing supports. These discussions will inform future BHSA planning cycles and potential expansion of Housing Intervention strategies in subsequent years.

iv. Please upload supporting data (enter supporting document file name): **N/A**

3. What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible children and youth in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are:
   a. In, or at-risk of being in, the juvenile justice system: County of **Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity considerations relevant to individuals with behavioral health needs across the County.**

   In considering the needs of children and youth involved in the juvenile justice system, the County reviewed stakeholder input and system partner perspectives highlighting the intersection of housing instability, justice involvement, and behavioral health needs. Engagement with cross-system partners emphasized the importance of housing options that support continuity of care, reduce system involvement, and align with developmentally appropriate and family-centered supports for youth transitioning between systems.

   These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing

interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

b. Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+): County of **Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity considerations relevant to individuals with behavioral health needs across the County.**

For LGBTQ+ children and youth, the County reviewed CPPP data and stakeholder input identifying heightened risks related to housing instability, discrimination, and barriers to culturally responsive services. These insights informed consideration of housing interventions that emphasize safety, inclusivity, and access to affirming behavioral health supports, particularly for youth who may be disconnected from family or traditional support systems.

These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

c. In the child welfare system: County of **Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity considerations relevant to individuals with behavioral health needs across the County.**

In addressing the needs of children and youth involved in the child welfare system, the County considered input from system partners and community stakeholders describing the housing challenges faced during placement transitions, reunification efforts, and aging out of care. Planning activities emphasized the importance of coordination across child-serving systems and housing interventions that support stability, continuity of services, and alignment with behavioral health and family

supports.

These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

4. What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible adults in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are:
   a. Older adults: **County of Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity considerations relevant to individuals with behavioral health needs across the County.**

      For older adults, the MCBH reviewed CPPP findings and community feedback highlighting accessibility barriers, limited housing options, and the need for integrated behavioral health and supportive services. These considerations informed planning for housing interventions that address mobility, health complexity, and the importance of stable, accessible housing environments that support aging with dignity and continued community connection.

      These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

   b. In, or are at risk of being in, the justice system: County of **Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity**

considerations relevant to individuals with behavioral health needs across the County. In considering justice-involved adults, the County incorporated stakeholder input and system partner perspectives emphasizing the role of housing stability in reducing recidivism and supporting behavioral health recovery. Planning activities highlighted the need for housing interventions that facilitate reentry, support continuity of care, and coordinate with justice, housing, and behavioral health partners to address complex service needs.

These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

c. In underserved communities: County of **Monterey Behavioral Health considered the unique needs of diverse populations in the development of Housing Interventions through a combination of data review, community and system partner engagement, and cross-system planning activities that have been implemented to support BHSA transition and Integrated Plan development. This work drew on findings from the Community Program Planning Process (CPPP), Community Health Needs Assessment (CHNA), BHSA Transition Plan, stakeholder collaboration activities, and system partner forums to identify housing access barriers, service gaps, and equity considerations relevant to individuals with behavioral health needs across the County. For adults in underserved communities, including those facing geographic, cultural, linguistic, or economic barriers, the County reviewed data and engagement findings identifying disparities in access to housing and behavioral health services. These insights informed consideration of housing interventions that promote equity, improve access in underserved regions, and support culturally and linguistically responsive approaches aligned with community-identified needs.**

These planning and engagement activities informed the County's approach to Housing Interventions by ensuring that population-specific needs, access barriers, and equity considerations were meaningfully considered within a flexible and integrated framework. This approach supports the development of housing interventions that can adapt to diverse needs while strengthening coordination across behavioral health, housing, and other systems serving BHSA-eligible individuals.

Local Housing System Engagement

1. How will the county behavioral health system coordinate with the Continuum of Care (CoC) and receive referrals for Housing Interventions services? **The County of Monterey Behavioral Health system will coordinate with the local Continuum of Care through ongoing communication, information sharing, and alignment of referral pathways. Referrals for Housing Interventions**

may be received through existing homeless response system processes, care coordination activities, and collaboration with providers and partners engaged in CoC-supported services. Coordination will focus on ensuring referrals are appropriate, timely, and aligned with eligibility criteria and available housing resources, while maintaining flexibility to adapt processes as local systems and state guidance evolve.

2. Please describe the county behavioral health system's approach to collaborating with the local CoC, Public Housing Agencies, Medi-Cal managed care plans (MCPs), Enhanced Care Management (ECM) and Community Supports providers, as well as other housing partners, including existing and prospective PSH developers and providers in your community in the implementation of the county's Housing Interventions:
    a. Local CoC: **The County of Monterey Behavioral Health system's approach to collaborating with the local CoC emphasizes alignment of housing priorities, coordination across systems, and shared understanding of roles related to housing and behavioral health services. Collaboration may include participation in cross-system discussions, alignment of planning efforts, and coordination around housing availability and service needs. This approach supports a coordinated housing continuum while allowing the County to adapt collaboration activities based on capacity, resources, and local needs.**
    b. Public Housing Agency: **The County of Monterey Behavioral Health system will collaborate with Public Housing Agencies through information sharing, coordination around housing resources, and alignment of housing supports for BHSA-eligible individuals. This collaboration may include coordination related to housing opportunities, tenant support needs, and referral processes, as appropriate. The County's approach is intended to support access to housing while maintaining flexibility to respond to evolving housing availability and program requirements.**
    c. MCPs: **The county behavioral health system will collaborate with Medi-Cal managed care plans to support coordination between housing interventions and Medi-Cal-covered benefits. This collaboration will focus on aligning roles related to care coordination, service access, and housing-related supports, while ensuring BHSA Housing Interventions complement and do not duplicate Medi-Cal benefits. Ongoing communication will support shared understanding of eligibility, service boundaries, and opportunities for coordination.**
    d. ECM and Community Supports Providers: **The county behavioral health system's approach includes coordination with ECM and Community Supports providers to align housing-related activities with care management and supportive services.**
    e. Other (e.g., CalWORKS/TANF housing programs, child welfare housing programs, PSH developers and providers, etc.): **The county behavioral health system will collaborate with housing partners, including permanent supportive housing developers, nonprofit housing providers, and supportive housing operators, to support the implementation**

of Housing Interventions. Collaboration may include coordination related to housing development opportunities, service integration, referrals, and ongoing communication about housing needs and system capacity. This approach supports alignment across housing and behavioral health systems while allowing flexibility in how partnerships evolve over time.

3. How will the county behavioral health system work with Homekey+ and supportive housing sites to provide services, funding, and referrals that support and house BHSA eligible individuals? **The county behavioral health system will work with Homekey+ and supportive housing sites through coordination of referrals, alignment of behavioral health services, and communication regarding housing availability and resident support needs. BHSA Housing Interventions may be used, as appropriate, to complement existing housing resources by supporting access to services and housing stability. This approach emphasizes coordination rather than prescriptive program design and allows the County to adapt to changing housing and funding conditions.**
4. Did the county behavioral health system receive Homeless Housing Assistance and Prevention Grant Program (HHAP) Round 6 funding?

   ☒ **Yes** ☐ No

   a. If yes, how will the county coordinate the use of HHAP dollars to support the housing needs of BHSA eligible individuals in your community? **The County will coordinate the use of HHAP dollars to support the housing needs of BHSA-eligible individuals by aligning HHAP-funded activities with BHSA Housing Interventions and broader system planning. This includes using HHAP funds to enhance access to permanent housing, strengthen connections between outreach and housing placement, and support stable housing outcomes for individuals experiencing or at risk of homelessness. Coordination will be pursued through cross-system communication, alignment with continuum-wide priorities, and referral pathways that complement BHSA-focused housing resources, while maintaining flexibility to respond to changing local needs and available funding.**

BHSA Housing Interventions Implementation

The following questions are specific to BHSA Housing Interventions funding. For more information, please see **7.C.9 Allowable expenditures and related requirements.**

Rental Subsidies (Chapter 7, Section C.9.1)

The intent of Housing Interventions is to provide rental subsidies in permanent settings to eligible individuals for as long as needed, or until the individual can be transitioned to an alternative permanent housing situation or rental subsidy source.

1. Is the county providing this intervention?

   ☒ **Yes** ☐ No

a. If not, please explain why the county is not providing this intervention: **N/A**
b. If yes, proceed to the following questions.

2. Is the county providing this intervention to chronically homeless individuals?
☒ **Yes** ☐ No
3. How many individuals does the county behavioral health system expect to serve with rental subsidies under BHSA Housing Interventions on an annual basis? **470**
    a. How many of these individuals will receive rental subsidies for permanent housing on an annual basis? **300**
    b. How many of these individuals will receive rental subsidies for interim housing on an annual basis? **170**
4. What is the county's methodology for estimating total rental subsidies and total number of individuals served in interim and permanent settings on an annual basis? **Estimates are based on available BHSA Housing Interventions funding, blended average monthly subsidy assumptions informed by local rental costs, and anticipated lengths of stay for permanent and interim housing settings.**
5. For which setting types will the county provide rental subsidies? (Select all that apply)
    a. ☒ Supportive housing
    b. ☒ Apartments, including master-lease apartments
    c. ☒ Single and multi-family homes
    d. ☐ Housing in mobile home communities
    e. ☒ Single room occupancy units
    f. ☐ Accessory dwelling units, including Junior Accessory Dwelling Units
    g. ☐ Tiny homes
    h. ☒ Shared housing
    i. ☒ Recovery/sober living housing, including recovery-oriented housing
    j. ☒ Assisted living (adult residential facilities, residential facilities for the elderly, and licensed board and care)
    k. ☐ License-exempt room and board
    l. ☐ Other settings identified under the transitional rent benefit
    m. ☒ Hotel and motel stays
    n. ☒ Non-congregate interim housing models
    o. ☒ Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) (does not include behavioral health residential treatment settings)
    p. ☐ Recuperative care
    q. ☐ Short-term post-hospitalization housing
    r. ☒ Tiny homes, emergency sleeping cabins, emergency stabilization units
    s. ☐ Peer respite

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t. ☐ Other settings identified under the Transitional Rent benefit

6. Will this Housing Intervention accommodate family housing?

   ☒ **Yes** ☐ No

7. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **BHSA Housing Interventions rental subsidies will be used to support BHSA-eligible individuals in accessing and maintaining housing in both non-time-limited permanent settings and time-limited interim settings. Rental subsidies may be provided for as long as needed to stabilize housing or until individuals can transition to another permanent housing option or rental subsidy source. Funds may be used to offset monthly rent costs, including master-leased units and scattered-site placements, where other funding sources are insufficient or unavailable. Priority will be given to individuals experiencing chronic homelessness, who often require longer subsidy durations and higher levels of support to achieve housing stability.**

8. Will the county behavioral health system provide rental assistance through project-based (tied to a particular unit) or tenant-based (tied to the individual) subsidies? (Select all that apply)

   a. ☒ **Project-based**

   b. ☒ **Tenant-based**

9. How will the county behavioral health system identify a portfolio of available units for placing BHSA eligible individuals, including in collaboration with other county partners and as applicable, Flex Pools (e.g., Master Leasing)? Please include partnerships and collaborative efforts your county behavioral health system will engage in: **The County of Monterey Behavioral Health will identify and maintain a portfolio of housing units through collaboration with local housing providers, community-based organizations, landlords, and county partners involved in housing and homelessness response efforts. Key partners may include the Monterey County Department of Social Services, Coordinated Entry System partners, housing navigation providers, interim housing providers, permanent supportive housing providers, and behavioral health service providers serving individuals experiencing homelessness or housing instability.**

   Strategies may include coordination with existing housing programs, scattered-site leasing arrangements, landlord engagement activities, and collaboration with providers operating interim and permanent housing settings. The County will work with partners to support unit identification, referrals, housing navigation, and service coordination to assist BHSA-eligible individuals in accessing and maintaining housing placements.

   While the County does not currently operate a formal Housing Flex Pool, it will continue exploring and utilizing coordination approaches that support housing placement and stability, including functions similar to master leasing and housing navigation coordination, where feasible and appropriate.

The County anticipates further developing and formalizing this housing portfolio approach during FY 2026–27, contingent upon partner collaboration, funding availability, housing market conditions, and program capacity.

10. Total number of units funded with BHSA Housing Interventions per year: **400**
11. Optional: Please provide additional details to explain if the county is funding rental subsidies with BHSA Housing Interventions that are not tied to a specific number of units: **N/A**

Operating Subsidies (Chapter 7, Section C.9.2)

1. Is the county providing this intervention?
   ☒ **Yes** ☐ No
   a. If not, please explain why the county is not providing this intervention: **N/A**
   b. If yes, proceed to the following questions.
2. Is the county providing this intervention to chronically homeless individuals?
   ☒ **Yes** ☐ No
3. Anticipated number of individuals served per year: **521**
4. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **Operating subsidies will be used to stabilize housing settings serving BHSA-eligible individuals, particularly those experiencing chronic homelessness with higher service and operational cost needs. Subsidies may support staffing, utilities, maintenance, and other eligible operating expenses not covered by rental subsidies or other funding sources and may be paired with rental subsidies where appropriate.**
5. For which setting types will the county provide operating subsidies? (Select all that apply)
   a. ☒ Supportive housing
   b. ☒ Apartments, including master-lease apartments
   c. ☒ Single and multi-family homes
   d. ☐ Housing in mobile home communities
   e. ☐ Single room occupancy units
   f. ☐ Accessory dwelling units, including Junior Accessory Dwelling Units
   g. ☐ Tiny homes
   h. ☐ Shared housing
   i. ☒ Recovery/sober living housing, including recovery-oriented housing
   j. ☒ Assisted living (adult residential facilities, residential facilities for the elderly, and licensed board and care)
   k. ☐ License-exempt room and board
   l. ☐ Other settings identified under the transitional rent benefit
   m. ☐ Hotel and motel stays
   n. ☒ Non-congregate interim housing models

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o. ☒ **Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) (does not include behavioral health residential treatment settings)**
p. ☐ Recuperative care
q. ☐ Short-term post-hospitalization housing
r. ☒ Tiny homes, emergency sleeping cabins, emergency stabilization units
s. ☐ Peer respite
t. ☐ Other settings identified under the Transitional Rent benefit

6. Will this be a scattered site initiative?
   ☒ **Yes** ☐ No
7. Will this Housing Intervention accommodate family housing?
   ☒ **Yes** ☐ No
8. Total number of units funded with BHSA Housing Interventions per year: **500**
9. Optional: Please provide additional details to explain if the county is funding operating subsidies with BHSA Housing Interventions that are not tied to a specific number of units: **N/A**

Landlord Outreach and Mitigation Funds (Chapter 7, Section C.9.4.1)

1. Is the county providing this intervention?
   ☒ **Yes** ☐ No
   a. If not, please explain why the county is not providing this intervention: **N/A**
   b. If yes, proceed to the following questions.
2. Is the county providing this intervention to chronically homeless individuals?
   ☒ **Yes** ☐ No
3. Anticipated number of individuals served per year: **40**
4. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **Landlord outreach and mitigation funds will be used to recruit and retain landlords willing to house BHSA-eligible individuals, particularly those with higher acuity needs. Funds may support risk mitigation, damages, vacancy loss, and other eligible expenses to reduce barriers to housing access and increase unit availability.**
5. Total number of units funded with BHSA Housing Interventions per year: **40**
6. Optional: Please provide additional details to explain if the county is providing landlord outreach and mitigation funds with BHSA Housing Interventions that are not tied to a specific number of units: **N/A**

Participant Assistance Funds (Chapter 7, Section C.9.4.2)

1. Is the county providing this intervention?
   ☒ **Yes** ☐ No
   a. If not, please explain why the county is not providing this intervention: **N/A**
   b. If yes, proceed to the following questions.

2. Is the county providing this intervention to chronically homeless individuals?
   ☒ **Yes** ☐ No
3. Anticipated number of individuals served per year: **150**
4. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **Participant assistance funds will be used to address one-time or short-term barriers to housing stability for BHSA-eligible individuals when other benefits are not available. Allowable uses may include security deposits, application fees, utility arrears, furnishings, transportation related to housing placement, and other supports necessary to obtain or maintain housing.**

Housing Transition Navigation Services and Tenancy Sustaining Services (Chapter 7, Section C.9.4.3)

Pursuant to Welfare and Institutions (W&I) Code section 5830, subdivision (c)(2), BHSA Housing Interventions may not be used for housing services covered by Medi-Cal MCP. Please select "Yes" for Question 1 only if the county is providing these services to individuals who are not eligible to receive the services through their Medi-Cal MCP.

1. Is the county providing this intervention?
   ☒ **Yes** ☐ No
   a. If not, please explain why the county is not providing this intervention: **N/A**
   b. If yes, proceed to the following questions.
2. Is the county providing this intervention to chronically homeless individuals?
   ☒ **Yes** ☐ No
3. Anticipated number of individuals served per year: **698**
4. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **Housing transition navigation and tenancy sustaining services will support BHSA-eligible individuals who are not eligible for Medi-Cal MCP housing services. Services may include housing search and placement assistance, coordination with landlords, tenancy skill-building, lease compliance support, crisis intervention related to housing stability, and coordination with behavioral health services to support long-term housing retention.**

Housing Interventions Outreach and Engagement (Chapter 7, Section C.9.4.4)

1. Is the county providing this intervention?
   ☐ Yes ☒ **No**
   a. If not, please explain why the county is not providing this intervention: **Outreach and engagement activities for BHSA-eligible individuals are already provided through existing county and system partner programs. These programs include active, field-based outreach teams and referral pathways that connect individuals experiencing homelessness and housing instability to behavioral health services and housing**

resources. Given the presence of these established outreach functions, the County is not using BHSA Housing Interventions funding to duplicate outreach and engagement activities. Instead, BHSA Housing Interventions resources will be focused on housing-related subsidies and supports that are not otherwise funded, including rental subsidies, operating subsidies, participant assistance, and tenancy-focused services. Outreach programs will continue to serve as the primary access point to the target population and will coordinate referrals into BHSA-funded housing interventions as appropriate.

   b. If yes, proceed to the following questions.

2. Is the county providing this intervention to chronically homeless individuals?
   ☐ Yes ☐ No
3. Anticipated number of individuals served per year: **N/A**
4. Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding: **N/A**

Capital Development Projects (Chapter 7, Section C.10)

1. Counties may spend up to 25 percent of BHSA Housing Interventions on capital development projects. Will the county behavioral health system use BHSA Housing Interventions for capital development projects? ☒ **Yes** ☐ No
   a. If not, please explain why the county is not providing this intervention: **N/A**
   b. If yes, proceed to the following questions.
2. Is the county providing this intervention to chronically homeless individuals?
   ☒ **Yes** ☐ No
3. How many capital development projects will the county behavioral health system fund with BHSA Housing Interventions? **2**

Capital Development Project Specific Information

Please complete the following questions for each capital development project the county will fund with BHSA Housing Interventions [logic: allow for multiple entries]

1. Name of Project: **Recovery Residence**
2. What setting types will the capital development project include? (Select all that apply)
   a. ☐ Supportive housing
   b. ☐ Apartments, including master-lease apartments
   c. ☐ Single and multi-family homes
   d. ☐ Housing in mobile home communities
   e. ☐ Single room occupancy units
   f. ☐ Accessory dwelling units, including Junior Accessory Dwelling Units
   g. ☐ Tiny homes

h. ☐ Shared housing
i. ☐ Recovery/sober living housing, including recovery-oriented housing
j. ☐ Assisted living (adult residential facilities, residential facilities for the elderly, and licensed board and care)
k. ☐ License-exempt room and board
l. ☐ Other settings identified under the transitional rent benefit
m. ☐ Hotel and motel stays
n. ☐ Non-congregate interim housing models
o. ☒ Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) (does not include behavioral health residential treatment settings)
p. ☐ Recuperative care
q. ☐ Short-term post-hospitalization housing
r. ☐ Tiny homes, emergency sleeping cabins, emergency stabilization units
s. ☐ Peer respite
t. ☐ Other settings identified under the Transitional Rent benefit

3. Capacity (Anticipated number of individuals housed at a given time): **12**
4. Will this project braid funding with non-BHSA funding source(s)?
☐ Yes ☒ No
5. Total number of units in project, inclusive of BHSA and non-BHSA funding sources: **6**
a. If number provided, total number of units funded with Housing Interventions funds only: **6**
6. Optional: Please provide additional details to explain if the county is funding capital development projects with BHSA Housing Interventions that are not tied to a specific number of units: **N/A**
7. Anticipated date of unit availability (Note: DHCS will evaluate unit availability date to ensure projects become available within a reasonable timeframe): **July 2028**
8. Expected cost per unit (Note: the BHSA Housing Intervention portion of the project must be equal to or less than $450,000): **$104,000**
9. Have you utilized the "by right" provisions of state law in your project?
☒ **Yes** ☐ No
a. If not, please explain why: **This will depend on the contractor and building location that we choose through a competitive bid. The building(s) will be required to be up to standard and zoning requirements, and may or may not need to utilize the "by right" provisions.**

If the county plans to fund more than one capital development project with BHSA Housing Interventions, this template section may be copied and duplicated to generate more cases:

1. Name of Project: **Board and Care Expansion**
2. What setting types will the capital development project include? (Select all that apply)
a. ☐ Supportive housing

b. ☐ Apartments, including master-lease apartments
c. ☐ Single and multi-family homes
d. ☐ Housing in mobile home communities
e. ☐ Single room occupancy units
f. ☐ Accessory dwelling units, including Junior Accessory Dwelling Units
g. ☐ Tiny homes
h. ☐ Shared housing
i. ☐ Recovery/sober living housing, including recovery-oriented housing
j. ☒ Assisted living (adult residential facilities, residential facilities for the elderly, and licensed board and care)
k. ☐ License-exempt room and board
l. ☐ Other settings identified under the transitional rent benefit
m. ☐ Hotel and motel stays
n. ☐ Non-congregate interim housing models
o. ☐ Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) (does not include behavioral health residential treatment settings)
p. ☐ Recuperative care
q. ☐ Short-term post-hospitalization housing
r. ☐ Tiny homes, emergency sleeping cabins, emergency stabilization units
s. ☐ Peer respite
t. ☐ Other settings identified under the Transitional Rent benefit

3. Capacity (Anticipated number of individuals housed at a given time): **30-50**
4. Will this project braid funding with non-BHSA funding source(s)?
☒ **Yes** ☐ No
5. Total number of units in project, inclusive of BHSA and non-BHSA funding sources: **15-25**
    i. If number provided, total number of units funded with Housing Interventions funds only: **15**
6. Optional: Please provide additional details to explain if the county is funding capital development projects with BHSA Housing Interventions that are not tied to a specific number of units: **N/A**
7. Anticipated date of unit availability (Note: DHCS will evaluate unit availability date to ensure projects become available within a reasonable timeframe): **July 2028**
8. Expected cost per unit (Note: the BHSA Housing Intervention portion of the project must be equal to or less than $450,000): **$41,500**

9. Have you utilized the "by right" provisions of state law in your project?
   ☒ **Yes** ☐ No
   i. If not, please explain why:

Other Housing Interventions (Optional)

1. If the county is providing another type of Housing Interventions not listed above, please describe the intervention: **N/A**
   a. If another type of intervention is provided, is the county providing this intervention to chronically homeless individuals?
      ☐ Yes ☐ No
   b. If another type of intervention is provided, record anticipated number of individuals served per year: **N/A**

Continuation of Existing Housing Programs

1. Please describe if any BHSA Housing Interventions funding will be used to support the continuation of housing programs that are ending (e.g., Behavioral Health Bridge housing): **N/A**

Relationship to Housing Services Funded by Medi-Cal Managed Care Plans

For more information, please see **7.C.7 Relationship to Medi-Cal Funded Housing Services.**

1. Which of the following housing-related Community Supports is the county behavioral health system an MCP-contracted provider of? (Select all that apply)
   a. ☐ Housing Transition Navigation Services
   b. ☐ Housing Deposits
   c. ☐ Housing Tenancy and Sustaining Services
   d. ☐ Short-Term Post-Hospitalization Housing
   e. ☐ Recuperative Care
   f. ☐ Day Habilitation
   g. ☐ Transitional Rent
   h. ☒ None of the above
2. For which of the following services does the county behavioral health system plan to become an MCP-contracted provider of? (Select all that apply)
   a. Housing Transition Navigation Services
      ☐ Yes ☒ **No** ☐ Undecided
   b. Housing Deposits
      ☐ Yes ☒ **No** ☐ Undecided
   c. Housing Tenancy and Sustaining Services
      ☐ Yes ☒ **No** ☐ Undecided

d. Short-Term Post-Hospitalization Housing
   ☐ Yes ☒ **No** ☐ Undecided
e. Recuperative Care
   ☐ Yes ☒ **No** ☐ Undecided
f. Day Habilitation
   ☐ Yes ☒ **No** ☐ Undecided
g. Transitional Rent
   ☐ Yes ☒ **No** ☐ Undecided
   i. If yes, when does the county behavioral health system plan to become an MCP-contracted provider? **N/A**

3. How will the county behavioral health system identify, confirm eligibility, and refer Medi-Cal members to housing-related Community Supports covered by MCPs (including Transitional Rent)?
   County of Monterey Behavioral Health will identify Medi-Cal members who may benefit from housing-related Community Supports through routine engagement, outreach, and assessment activities that inform individualized care planning. Eligibility will be reviewed and confirmed in alignment with DHCS guidance and applicable BHSA policy requirements. Referrals will be coordinated with CCAH through collaborative and efficient referral processes across relevant county departments, recognizing that CCAH is responsible for authorizing, delivering, and reimbursing Community Supports, including housing-related assistance such as transitional rent or housing deposits.
4. Please describe coordination efforts and ongoing processes to ensure the county behavioral health contracted provider network for Housing Interventions is known and shared with MCPs serving your county:
   County of Monterey Behavioral Health maintains ongoing coordination with Medi-Cal managed care plans through established communication and collaboration structures that support shared understanding of services, providers, and system priorities. These efforts include regular meetings with MCP partners to exchange information, provide updates, and discuss care coordination, referral needs, collaboration effectiveness, and opportunities to address service overlap or gaps. Through these processes, the County shares information about its behavioral health service array and contracted provider network, including housing-related services, and communicates updates as new programs or services are implemented.

   In addition, information about the County's behavioral health services and contracted providers is made available through publicly accessible resources, which are shared with MCP partners to support awareness and coordination. Ongoing engagement at both operational and executive levels provides opportunities to align understanding of available services and strengthen collaboration over time. This approach supports transparency and coordination while allowing flexibility as service offerings and Housing Interventions continue to evolve.

5. Does the county behavioral health system track which of its contracted housing providers are also contracted by MCPs for housing-related Community Supports (provided in questions #1 and #2 above)?
   ☐ Yes ☒ **No**
   a. If yes, please describe the county behavioral health system's coordination efforts to align network development: **N/A**
6. What processes does the county behavioral health system have in place to ensure Medi-Cal members living with significant behavioral health conditions do not experience gaps in service once any of the MCP housing services are exhausted, to the extent resources are available? **County of Monterey Behavioral Health will use care coordination, ongoing engagement, and cross-system communication to help minimize gaps in behavioral health services when time-limited Medi-Cal housing supports end. As appropriate and to the extent resources are available, the County will support continuity of care through coordination with providers, CCAH, and housing partners, and by considering other available behavioral health and housing resources.**

Flexible Housing Subsidy Pools

Flexible Housing Subsidy Pools ("Flex Pools") are an effective model to streamline and simplify administering rental assistance and related housing supports. DHCS released the Flex Pools TA Resource Guide that describes this model in more detail linked here: Flexible Housing Subsidy Pools - Technical Assistance Resource. Please reference the TA Resource Guide for descriptions of the Flex Pool model and roles referenced below including the Lead Entity, Operator, and Funder.

For related policy information, refer to **7.C.8 Flexible Housing Subsidy Pools**.

1. Is there an operating Flex Pool (or elements of a Flex Pool, which includes (1) coordinating and braiding funding streams, (2) serving as a fiscal intermediary, (3) identifying, securing, and supporting a portfolio of units for participants, and/or (4) coordinating with providers of housing supportive services) in the county (please refer to DHCS' Flex Pools TA Resource Guide)?
   ☐ Yes ☒ **No**
   a. If yes, is the county behavioral health system participating in or planning to participate in the Flex Pool?
      ☐ Yes ☐ No
      i. If no, please explain why the county is not participating in the Flex Pool: **N/A**
      ii. If yes, what role does the county behavioral health system have or plan to have in the Flex Pool? (Select all that apply)
         1. ☐ Lead Entity
         2. ☐ Operator
         3. ☐ Funder
         4. ☐ Housing Supportive Services Provider

5. If “Operator” is not selected, what organization is serving as the Operator? **N/A**

iii. If yes, does the county plan to administer some or all Housing Interventions funds through or in coordination with the Flex Pool?

☐ Yes ☒ **No**

1. If yes, which Housing Interventions does the county plan to administer through or in coordination with the Flex Pool? (Select all that apply)
    a. ☐ Rental subsidies
    b. ☐ Operating subsidies
    c. ☐ Allowable settings
    d. Other housing supports
        i. ☐ Landlord outreach and mitigation funds
        ii. ☐ Participant assistant funds
        iii. ☐ Housing transition navigation services and tenancy and sustaining services
        iv. ☐ Outreach and engagement (up to 7 percent)
    e. ☐ Other housing interventions requirements
    f. ☐ Capital development projects

b. If no, is the county behavioral health system involved in planning efforts to launch a Flex Pool in the county?

☐ Yes ☒ **No**

i. If yes, what role does the county behavioral health system plan to have in the Flex Pool? (Select all that apply)
    1. ☐ Lead Entity
    2. ☐ Operator
    3. ☐ Funder
    4. ☐ Housing Supportive Services Provider
    5. If “Operator” is not selected, have you identified an Operator of the Flex Pool?

    ☐ Yes ☐ No

        a. If yes, what organization will serve as the Operator? **N/A**

ii. If yes, does the county plan to administer some or all Housing Interventions funds through or in coordination with the Flex Pool?

☐ Yes ☐ No

1. If yes, which Housing Interventions does the county plan to administer through or in coordination with a Flex Pool? (Select all that apply)
    a. ☐ Rental subsidies
    b. ☐ Operating subsidies

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c. ☐ Allowable settings
d. Other housing supports
    i. ☐ Landlord outreach and mitigation funds
    ii. ☐ Participant assistant funds
    iii. ☐ Housing transition navigation services and tenancy and sustaining services
    iv. ☐ Outreach and engagement (up to 7 percent)
e. ☐ Other housing interventions requirements
f. ☐ Capital development projects

2. Please describe any other roles and functions the county behavioral health system plans to take to support the operations or launch and scaling of a Flex Pool in addition to those described above: **At this time, the County of Monterey does not have an operating Flex Pool, as the Flex Pool model represents a new set of requirements that involve cross-system fiscal coordination, intermediary functions, and housing portfolio development that are still being defined and operationalized at the state and local levels. The County is monitoring DHCS guidance and emerging implementation models and will consider participation in future planning cycles once roles, governance structures, and operational processes are sufficiently established to support effective implementation.**

Behavioral Health Services Fund: Innovative Behavioral Health Pilot and Projects

For each innovation program or pilot provide the following information.

1. Does the county's plan include the development of innovative programs or pilots? (If Yes, proceed to following questions)
   ☒ **Yes** ☐ No
   a. What Behavioral Health Services Act (BHSA) component will fund the innovative program? (Select one)
      i. ☐ Housing Interventions
      ii. ☐ Full Service Partnership
      iii. ☒ Behavioral Health Services and Supports
   b. Please describe how the innovation program or pilot will help build the evidence base for the effectiveness of new statewide strategies: The Rainbow Connections Innovation pilot, funded by encumbered MHSA Innovation funds, is developing a system of care to serve the needs of LGBTQ youth, TAY and their families through an adapted version of the evidence-based Positive Behavioral Interventions and Supports (PBIS) model. Services offered through this program primarily align at the level of Early Intervention with focused identity-affirming outreach to at-risk and in-need populations, family psychoeducation and support, care management, and clinical care coordination. Additionally, a major component of this program is the development of peer supports for youth and TAY, and

workforce, education and training for mental and physical health clinicians, school staff and faculty, and other professionals responsible for the wellbeing and development of youth to become familiar with the issues faced by LGBTQ youth and to become enabled to make meaningful referrals to care. This multi-pronged approach to deliver culturally responsive care can then be scalable and replicable across other counties to similarly serve LGBTQ populations or other distinct BHSA eligible populations.

c. Please describe intended outcomes of the project: The intended outcomes of the Rainbow Connections project include increased engagement of LGBT youth and their families in behavioral health services, improved perceptions of cultural responsiveness within county-supported programs, and reduced barriers to accessing timely support. The project aims to strengthen protective social and family connections, enhance early intervention through peer connections and gender-affirming training for professionals and adults, reduce negative outcomes such as suicide, substance abuse and homelessness, and improve participant-reported wellbeing and community belonging. In addition, the project seeks to generate clear learnings about which outreach methods, peer-support structures, and service pathways are most effective for this population, ultimately informing future programming and guiding recommendations for sustainable, longer-term system improvements for LGBTQ and other identified BHSA eligible populations.

2. Does the county's plan include the development of innovative programs or pilots? (If Yes, proceed to following questions)

☒ Yes ☐ **No**

a. What Behavioral Health Services Act (BHSA) component will fund the innovative program? (Select one)

i. ☐ Housing Interventions
ii. ☐ Full Service Partnership
iii. ☒ Behavioral Health Services and Supports

b. Please describe how the innovation program or pilot will help build the evidence base for the effectiveness of new statewide strategies: The Psychiatric Advance Directives (PADs) Phase II pilot, funded by encumbered MHSA Innovation funds, expands on the Phase I of the PADs project wherein a digital PAD was developed and successfully piloted within select populations. In Phase II, access to the digital PAD platform is expanded to BHSA eligible adult populations throughout the county, with additional and complimentary workforce education and training efforts being performed for first responder, law enforcement, emergency department and other crisis response professionals. The PADs program contributes to the evidence base of BHSA statewide strategies by increasing peer workforce capacity, creating an additional supportive practice to wraparound models, and improving the quality of care and outcomes during crisis response. Findings from this project will inform statewide replication of the use of PADs to reduce involuntary

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hospitalization, justice involvement and homelessness among individuals with serious mental illness.

c. Please describe intended outcomes of the project: The PADs Phase II program supports a statewide movement to create a standardized, sustainable PAD process. The goal of the Innovation project is to help counties improve access to personal, health, and daily life care, the appropriateness and quality of care, preservation of the individual's life goals and preferences, and to improve positive outcomes for people at risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with the criminal justice systems, at all stages of life.

3.

Workforce Strategy

Maintain an Adequate Network of Qualified and Culturally Responsive Providers

The county must ensure its county-operated and county-contracted behavioral health workforce is well-supported and culturally and linguistically responsive with the population to be served. Through existing Medi-Cal oversight processes, the Department of Health Care Services (DHCS) will assess whether the county:

1. Maintains and monitors a network of providers that is sufficient to provide adequate access to services and supports for individuals with behavioral health needs; and
2. Meets federal and state standards for timely access to care and services, considering the urgency of the need for services.
3. The county must ensure that Behavioral Health Services Act (BHSA)-funded providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner. Effective FY 2027-2028, DHCS encourages counties to require their BHSA providers to comply with the same standards as Medi-Cal providers in these areas (i.e. requiring the same standards regardless of whether a given service is reimbursed under BHSA or Medi-Cal), as described in the Policy Manual.
    a. Does the county intend to adopt this recommended approach for BHSA- funded providers that also participate in the county's Medi-Cal Behavioral Health Delivery System?
    ☐ Yes ☒ **No**
        i. If not, please describe how the county will ensure that BHSA-funded providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner**: The County does not intend to adopt a uniform requirement that BHSA-funded providers comply with all Medi-Cal provider standards solely based on funding source. Instead, the County will ensure that BHSA-funded providers are qualified to deliver services, comply**

with nondiscrimination requirements, and deliver services in a culturally competent and linguistically responsive manner through established contracting and oversight procedures. These procedures include review and verification of provider qualifications and organizational capacity at the onset of agreements, incorporation of nondiscrimination and cultural responsiveness requirements into contract terms, and periodic monitoring throughout the agreement period to ensure continued alignment with applicable requirements and community needs.

b. Does the county intend to adopt this recommended approach for BHSA- funded providers that do not participate in the county's Medi-Cal Behavioral Health Delivery System?

☐ Yes ☒ **No**

i. If not, please describe how the county will ensure that BHSA-funded providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner**: The County does not intend to require BHSA-funded providers that do not participate in the Medi-Cal Behavioral Health Delivery System to meet all Medi-Cal provider standards. The County will ensure provider qualification, compliance with nondiscrimination requirements, and culturally competent service delivery through provider-specific contracting, onboarding, and monitoring processes. The County will work collaboratively with each provider to establish clear expectations related to nondiscrimination, cultural and linguistic responsiveness, and service quality at the initiation of agreements and will conduct periodic reviews throughout the contract term to support ongoing compliance and alignment with BHSA requirements.**

Build Workforce to Address Statewide Behavioral Health Goals

For related policy information, refer to **3.A.2 Contents of Integrated Plan** and **7.A.4 Workforce Education and Training.**

Assess Workforce Gaps

1. What is the overall vacancy rate for permanent clinical/direct service behavioral health positions in the county (including county-operated providers)? **37%**
2. Optional: Upload any data source(s) used to determine vacancy rate (supporting file document name): **Vacancy FY 26 -with Summary (FY 19 to FY 26).xlsx**
3. For county behavioral health (including county-operated providers), please select the five positions with the greatest vacancy rates (select all that apply):
    a. ☐ Advanced Emergency Medical Technicians
    b. ☐ Certified Nurse Specialist

c. ☐ Community Health Workers (CHW) defined in the Enhanced Community Health Workers Services benefit
d. ☐ Community Paramedics
e. ☐ Emergency Medical Technicians
f. ☒ Licensed Clinical Social Worker
g. ☐ Licensed Marriage and Family Therapist
h. ☐ Licensed Professional Clinical Counselor
i. ☐ Licensed Psychologist
j. ☐ Licensed Vocational Nurse
k. ☐ Medical assistant
l. ☐ Medi-Cal Certified Peer Support Specialist
m. ☒ Mental Health Rehabilitation Specialist
n. ☒ Nurse practitioner
o. ☐ Occupational Therapist
p. ☐ Pharmacist
q. ☐ Physician
r. ☐ Physician assistant
s. ☐ Psychiatric Technician (PT)
t. ☐ Psychiatrist
u. ☒ Registered nurse
v. ☐ Substance Use Disorder Counselor
w. ☒ Other qualified provider

4. Please describe any other key workforce gaps in the county: **In addition to direct service staffing needs, the County has identified workforce gaps related to data and administrative functions. These include limited staffing with expertise in health information exchange (HIE), data sharing, and interoperability, as well as limited data analytics capacity. The County also has ongoing gaps in general administrative support, including contract management, fiscal processing, and program administration, which affect day-to-day operations for BHSA-funded programs.**
   a. Optional supporting file document name: **N/A**
5. How does the county expect workforce needs to shift over the next three fiscal years given new and forthcoming requirements, including implementation of new evidence-based practices under Behavioral Health Transformation (BHT) and Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT)? **Over the next three fiscal years, the County anticipates shifts in workforce needs driven by new and forthcoming requirements under Behavioral Health Transformation (BHT) and BH-CONNECT. There will be increased demand for staff trained in evidence-based practice (EBP) fidelity and team-based service models, including peer specialists, employment specialists, and program supervisors**

responsible for operationalizing fidelity standards and outcomes monitoring. The County also anticipates greater need for field-based staff to support community-centered and mobile service delivery models. In addition, expanded administrative and support capacity will be needed, including quality improvement and data analytics staff, training and workforce development infrastructure, and personnel with documentation and claims expertise to support tracking of outcomes and EBP delivery.

Address Workforce Gaps

If the county is planning to leverage the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative to address workforce gaps including for FSP and CSC for FEP, such as through applying for and/or encouraging providers to apply for the following BH-CONNECT workforce programs, please specify below.

1. Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Scholarship Program?
   ☐ Yes ☒ **No**
   - **a.** If yes, please explain any actions or activities the county is engaging in to leverage the program: **N/A**
2. Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Student Loan Payment Program?
   ☒ **Yes** ☐ No
   - **a.** If yes, please explain any actions or activities the county is engaging in to leverage the program**: The county is leveraging the BH-CONNECT workforce initiative by supporting staff participation in the Behavioral Health Student Loan Payment Program. County-employed and contracted behavioral health staff are encouraged to participate as part of recruitment and retention efforts. The county conducts outreach to raise awareness, shares information on eligibility and timelines, and supports participation. Current employees are actively using the program, which helps strengthen and stabilize the local behavioral health workforce.**
3. Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Recruitment and Retention Program?
   ☐ Yes ☒ **No**
   - **a.** If yes, please explain any actions or activities the county is engaging in to leverage the program: **N/A**
4. Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Community-Based Provider Training Program?
   ☐ Yes ☒ **No**
   - **a.** If yes, please explain any actions or activities the county is engaging in to leverage the program: **N/A**

5. Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Residency Program?
   ☐ Yes ☒ **No**
   a. If yes, please explain any actions or activities the county is engaging in to leverage the program: **N/A**
6. Please describe any other efforts underway or planned in the county to address workforce gaps aside from those already described above under Behavioral Health Services Act Workforce, Education, and Training**: The County will continue to leverage BHSS-funded Workforce Education and Training (WET) and related workforce initiatives to support recruitment, retention, training, and upskilling of both county-operated and contracted provider staff. Workforce planning efforts will remain iterative and responsive, allowing the County to adapt staffing strategies as BHT and BH-CONNECT requirements are further clarified and operationalized over the next three fiscal years.**

Budget and Prudent Reserve

Download and complete the budget template using the button below before starting this section.

1. Please upload the completed budget template.
   a. Affirm that the completed budget template has been uploaded by providing initials: SC
2. Please indicate how the county plans to spend the amount over the maximum allowed prudent reserve limit for each component if the county indicated they would allocate excess prudent reserve funds to a given Behavioral Health Services Act component in Table Nine of the budget template. If not applicable, enter N/A here: **n/a**
   a. Behavioral Health Services and Supports (BHSS):
   b. Full Service Partnership (FSP):
   c. Housing Interventions:
3. Enter date of last prudent reserve assessment: 10/01/2024
4. Please describe how the use of excess prudent reserve funds drawn down from the local prudent reserve aligns with the goals of the Integrated Plan. If not applicable, enter N/A here: **n/a**
   a. BHSS:
   b. FSP:
   c. Housing Interventions:

Plan Approval and Compliance

Behavioral Health Director Certification

1. I hereby certify that the **County of Monterey** has complied with all statutes, regulations, and guidelines in preparing and submitting this Three-Year Integrated Plan (IP) for Behavioral Health Services and Outcomes, including all fiscal accountability and stakeholder participation requirements. I further certify that (please select all below):

a. ☒ The information, statements, and attachments included in the Three-Year IP are, to the best of my knowledge and belief, true and correct
b. ☒ I understand and agree that the Department of Health Care Services (DHCS) reserves the right to request clarification regarding unclear or ambiguous statements made in the IP and other supporting documents submitted in the IP
c. ☒ The County will use Behavioral Health Services Act (BHSA) funds to serve the targeted population(s) as described in statute, regulations, and guidance
d. ☒ Behavioral Health funding from all sources will be spent only on allowable uses as stated in statute, statute, regulations, and guidance
e. ☒ BHSA funding will supplement, and not supplant, other funding available from existing state or county funds utilized to provide mental health services or substance use disorder treatment services (except that this non-supplant rule does not apply to the use of 2011 realignment funds provided to counties from the Behavioral Health Subaccount or Behavioral Health Services Growth Special Account)
f. ☐ The IP was submitted to the local behavioral health board

2. Does the county wish to disclose any implementation challenges or concerns with these requirements?
   ☐ Yes ☒ No
   a. If yes, please describe any implementation challenges or concerns with the BHSA fiscal accountability and stakeholder participation requirements: **n/a**

Contact Information

1. County Name: **County of Monterey**
2. Certification for (select one):
   a. ☒ Three-Year Integrated Plan
   b. ☐ Annual Update
3. County Behavioral Health Agency Director Name: **Melanie Rhodes, LMFT (44636), LPCC (103), CCISM**
   Behavioral Health Bureau Chief / Behavioral Health Director
4. County Behavioral Health Agency Director Phone Number: **(831) 796-1742**
5. County Behavioral Health Agency Director Email: **RhodesM@countyofmonterey.gov**
6. Optional additional contact for counties with separate MH and SUD Directors:
   a. Name: **n/a**
   b. Title: **n/a**
   c. Phone: **n/a**
   d. Email: **n/a**

County Behavioral Health Agency Director Signature

1. Printed Name:

2. Title:
3. Date:
4. Signature:

Optional Additional Signature for Counties with Separate MH and SUD Directors

1. Printed Name:
2. Title:
3. Date:
4. Signature:

County Administrator or Designee Certification

The County Administrator may be known by other titles such as Chief Executive, County Manager, or Chief Administrative Officer. The County Administrator must be the individual who serves as the top staff member in county government and hold the highest level of administrative authority in the county or be the designee of that individual. This individual or their designee must work within the executive office of county government, and they may not be the county behavioral health director.

1. I hereby certify that (please select all below):
    a. ☐ The County will use Behavioral Health Services Act (BHSA) funds to serve the targeted population(s) as described in statute
    b. ☐ Behavioral Health funding from all sources will be spent only on allowable uses as stated in statute
    c. ☐ BHSA funding will supplement, and not supplant, other funding available from existing state or county funds utilized to provide mental health services or substance use disorder treatment services (except that this non-supplant rule does not apply to the use of 2011 realignment funds provided to counties from the Behavioral Health Subaccount or Behavioral Health Services Growth Special Account)
2. Does the county wish to disclose any implementation challenges or concerns with these requirements?
    ☐ Yes ☐ No
    a. If yes, please describe any implementation challenges or concerns with the BHSA fiscal accountability and stakeholder participation requirements:

Signature

1. Printed Name:
2. Date:
3. Signature:

Contact Information

1. County Name:

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2. Certification for (select one):
    a. ☐ Three-Year Integrated Plan
    b. ☐ Annual Update
3. County Chief Administration Officer Name:
4. County Chief Administration Officer Phone Number:
5. County Chief Administration Officer Email:

Board of Supervisors Certification

Optional file upload (enter file document name here):

1. Click here to add entity name Board of Supervisors certifies the following (please select all below):
    a. ☐ [Entity name] Board of Supervisors has reviewed and approved this Integrated Plan for the period of FY Click here to add fiscal year
    b. ☐ County will meet its realignment obligations pursuant to W&I Code section 14197, including but not limited to time or distance standards and appointment time standards set forth in W&I Code section 14197 or other applicable guidance, without utilizing waitlists
2. Does the county wish to disclose any implementation challenges or concerns with these requirements?
    ☐ Yes ☐ No
    a. If yes, please describe any implementation challenges or concerns with their realignment obligations:

Signature

1. Printed Name:
2. Title: Designated Representative, Click here to add entity name Board of Supervisors:
3. Date:
4. Signature:

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Appendix: Behavioral Health Services and Supports (BHSS) Programs

For related policy information, refer to 7.A.1 Behavioral Health Services and Supports Expenditure Guidelines.

General

1. Please select the specific Behavioral Health Services and Supports (BHSS) that are included in your plan (select all that apply):
    a. ☒ **Children's System of Care (non-Full Service Partnership (FSP))**
    b. ☒ **Adult and Older Adult System of Care (non-FSP)**
    c. ☒ **Early Intervention Programs (EIP)**
    d. ☒ **Outreach and Engagement (O&E)**
    e. ☒ **Workforce, Education and Training (WET)**
    f. ☒ **Capital Facilities and Technological Needs (CFTN)**

Children System of Care (Non-Full Service Partnership (FSP)) Programs

For each program or service of the county's BHSS funded Children's System of Care (non-FSP) program, provide the following information. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to **7.A.2 Children's, Adult, and Older Adult Systems of Care.**

Program One: CS JJ Silver Star Resource

1. Please select the service types provided under Program One (select all that apply):
    a. ☒ **Mental health services**
    b. ☒ **Supportive services**
    c. ☐ Substance Use Disorder treatment services
2. Please describe the specific services provided:
   Silver Star is a collaborative, "one-stop" youth center where probation, education, behavioral health, and community partners provide prevention and intervention services for at-risk, probation, and gang-involved youth and their families, including counseling and groups. The program offers coordinated case management, pro-social and educational activities, and family supports in a centralized location to address behavioral health needs, reduce justice involvement, and promote safer, healthier outcomes for youth.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 1. Number of Individuals in the Children's System of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**197**
FY 2027 - 2028	**197**
FY 2028 - 2029	**197**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Two: MCSTART 6-11

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services
2. Please describe the specific services provided:
   MCSTART 6–11 provides specialty mental health services for children ages 6–11 with moderate to severe behavioral health needs and trauma histories, including prenatal substance exposure and ongoing family or environmental stressors. Services include psychological assessment, individual and family therapy with an attachment and trauma-informed focus, implementation of evidence-based practices such as Parent–Child Interaction Therapy (PCIT), occupational and rehabilitation therapies, case management, and coordination with schools and child-serving systems to support emotional, behavioral, and educational functioning.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

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Table 2. Number of Individuals in the Children's System of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**50**
FY 2027 - 2028	**50**
FY 2028 - 2029	**50**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Three: Access to Outpatient Services

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services
2. Please describe the specific services provided:
   Community Human Services' ACCESS to Outpatient Services program provides short- to moderate-term outpatient mental health services for Monterey County Medi-Cal beneficiaries authorized by the Behavioral Health Bureau, delivered through Family Service Centers in Salinas, Seaside, and South County. Services include comprehensive assessment, group counseling, collateral services, and case management, offered in person and via telehealth using evidence-informed approaches such as Cognitive Behavioral Therapy and Solution-Focused therapy to reduce symptoms, improve functioning, and support recovery. The program serves children and youth as an accessible entry point to outpatient mental health care, with priority on timely access, cultural and linguistic responsiveness (including services in Spanish), and coordination with county-operated and contracted providers to support appropriate level-of-care transitions and step-down planning.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 3. Number of Individuals in the Children's System of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**133**
FY 2027 - 2028	**133**
FY 2028 - 2029	**133**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Four: CS MHSA TIP AVANZA

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services
2. Please describe the specific services provided:
   The MHSA TIP Avanza program empowers youth and young adults (ages 16 to 25 years) with mental health disorders through comprehensive case management, therapy, groups, and positive social interactions. It helps remove mental health-related barriers and supports youth in pursuing their goals in employment, education, independent living skills, and personal functioning. The program connects Transition Age Youth (TAY) with community resources, job opportunities, and education.
   Psychoeducation and support are also extended to family members, recognizing their crucial role in a young adult's support system and success. Collaborative partners include TAY, family members, community-based youth organizations, probation, education, and social services.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 4. Number of Individuals in the Children's System of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**216**
FY 2027 - 2028	**216**
FY 2028 - 2029	**216**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Five: USC Telehealth

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ Mental health services
   b. ☐ Supportive services
   c. ☒ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   The USC Telehealth Program provides virtual outpatient mental health services to Monterey County residents who live in underserved geographic areas. Services are delivered via secure, HIPAA-compliant video conferencing by MSW graduate student interns and licensed-eligible clinicians under the supervision of California-licensed LCSWs. The program serves adolescents and transition-age youth with presenting concerns including emotional and behavioral challenges, trauma, family and academic stressors, substance use, and co-occurring conditions. Services are time-limited and episode-based, with each client receiving up to 6–12 sessions (maximum 600 minutes), including assessment, treatment planning, intervention, and planned termination. Evidence-based and promising practices used include CBT, Motivational

Interviewing, Problem Solving Therapy, Crisis Oriented Recovery Services, and Mindfulness. The program is designed to increase access, timeliness, engagement, and completion of care, particularly for individuals facing geographic or access barriers.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 14. Number of Individuals in the Children's Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**18**
FY 2027 – 2028	**18**
FY 2028 - 2029	**18**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care:

Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Adult and Older Adult System of Care (Non-Full Service Partnership (FSP)) Programs

For each program or service type that is part of the county's BHSS funded Adult and Older Adult System of Care (Non-FSP) program, provide the following information. For related policy information, refer to **7.A.2 Children's, Adult, and Older Adult Systems of Care.**

Program One: Access to Outpatient Services

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:

Community Human Services' ACCESS to Outpatient Services program provides short- to moderate-term outpatient mental health services for Monterey County Medi-Cal beneficiaries authorized by the Behavioral Health Bureau, delivered through Family Service Centers in Salinas, Seaside, South County, and an LGBTQ+-focused clinic. Services include comprehensive assessment, individual, family, and group counseling, collateral services, and case management, offered in person and via telehealth using evidence-informed approaches such as Cognitive Behavioral Therapy and Solution-Focused therapy to reduce symptoms, improve functioning, and support recovery. The program serves adults and families as an accessible entry point to outpatient mental health care, with priority on timely access, cultural and linguistic responsiveness (including services in Spanish), LGBTQ+affirming care, and coordination with county-operated and contracted providers to support appropriate level-of-care transitions and step-down planning.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 5. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**217**
FY 2027 - 2028	**217**
FY 2028 - 2029	**217**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Two: Manzanita's Adult Crisis Residential

1. Please select the service types provided under Program One (select all that apply):

a. ☒ **Mental health services**
b. ☒ **Supportive services**
c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
Manzanita House ("Manzanita") is a short-term crisis residential treatment program that provides community-based rehabilitative services in a structured, non-institutional setting for adults in the Monterey County Behavioral Health system who are experiencing an acute psychiatric episode or crisis but do not require inpatient hospitalization or nursing-level medical care. Licensed by the California Department of Social Services Community Care Licensing as a Social Rehabilitation Facility and certified by the Department of Health Care Services as a Crisis Residential Treatment Services facility, Manzanita focuses on symptom reduction, medication and functional stabilization through behavioral health assessment, individual and group counseling, treatment and discharge planning, and development of natural and community supports, with psychiatric and medication services provided by Interim's psychiatric team.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 6. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**214**
FY 2027 - 2028	**214**
FY 2028 - 2029	**214**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Three: Bridge House Adult Residential Board and Care

1. Please select the service types provided under Program One (select all that apply):

    a. ☒ **Mental health services**
    b. ☒ **Supportive services**
    c. ☒ **Substance Use Disorder treatment services**

2. Please describe the specific services provided:
   Bridge House ("Bridge") is a transitional residential treatment program for adults with cooccurring serious mental illnesses and substance use disorders. Staff utilize Motivational Interviewing and Harm Reduction in providing counseling services and other activities. Clients' goals are focused behavioral health wellness and substance use recovery principles. Clients work to improve symptom management, personal, social and family functioning, and gain substance use recovery skills. Services are provided on an individual, group, and milieu basis. Therapeutic groups are offered during day hours Monday-Friday. The program is licensed by the California Dept. of Social Services, Community Care Licensing as a social rehabilitation facility and certified by the Department of Healthcare Services for transitional residential treatment. Clients are referred by the Monterey County Behavioral Health Bureau or by Interim care coordinators.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 7. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**51**
FY 2027 - 2028	**51**
FY 2028 - 2029	**51**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Four: Community Housing: Housing Supports

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Community Housing provides community-based behavioral health services for adults with serious and persistent psychiatric disabilities living in independent and supportive housing settings. Services include care coordination, case management, crisis intervention, and mental health rehabilitation services delivered in accordance with state rehabilitation option guidelines. Interventions are designed to support behavioral health stability, reduce functional impairment, and maintain independent living through skill development, symptom management, and linkage to behavioral health and community resources.

   Services are delivered using evidence-based and trauma-informed approaches, including Motivational Interviewing, Harm Reduction, Seeking Safety, Wellness Recovery Action Planning (WRAP), and Cognitive Behavioral Therapy (CBT). BHSS funding supports behavioral health services only and does not fund housing interventions such as rental subsidies, housing navigation, tenancy-sustaining services, participant assistance funds, or housing costs.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 8. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**107**

FY 2027 - 2028	**107**
FY 2028 - 2029	**107**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Five: Interim Rockrose Gardens

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Rockrose Gardens provides community-based behavioral health services for low-income adults with serious mental health diagnoses who reside in independent or supportive housing settings. Services include case management, care coordination, crisis intervention, and mental health rehabilitation services delivered in accordance with state rehabilitation option guidelines. Interventions are designed to support behavioral health stability, reduce functional impairment, and maintain independent living through symptom management, skill development, and linkage to behavioral health and community resources.

   Services are delivered using evidence-based and trauma-informed approaches, including Motivational Interviewing, Harm Reduction, Seeking Safety, Wellness Recovery Action Planning (WRAP), and Cognitive Behavioral Therapy (CBT). BHSS funding supports behavioral health services only and does not fund housing-related costs or interventions, including rental subsidies, housing navigation, tenancy-sustaining services, participant assistance funds, or housing operations.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 9. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**21**
FY 2027 - 2028	**21**
FY 2028 - 2029	**21**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Six: Interim Co-occurring Integrated Care (Keep it Real)

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ Mental health services
   b. ☐ Supportive services
   c. ☒ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Keep It Real (formerly Dual Recovery Services) is an outpatient, harm-reduction psychotherapy and social rehabilitation program for adults with co-occurring serious mental illness and substance use disorders. The program is staffed by mental health clinicians, counselors, and Wellness Navigators who help participants build dual-recovery skills, improve community living, and pursue substance use goals using harm reduction strategies. Services include individual and group psychotherapy, counseling, clinical assessments and evaluations, rehabilitation, and mental health services, delivered with evidence-based practices such as Motivational Interviewing, Trauma-Informed Care, and Harm Reduction. The program also offers outreach and groups in county behavioral health clinics and community settings through a Community Outreach Navigation team that engages adults, including TAY and those exiting emergency or inpatient settings, to reduce barriers related to mental illness

and substance use and link them to appropriate care. Keep It Real is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF).

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 10. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**137**
FY 2027 - 2028	**137**
FY 2028 - 2029	**137**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Seven: Interim Wellness and Recovery Academy

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☒ **Substance Use Disorder treatment services**

2. Please describe the specific services provided:
   The Wellness & Recovery Academy is a state-certified Day Rehabilitation program that serves adults with serious mental illness and co-occurring substance use disorders, providing at least four hours per day of structured, trauma-informed treatment as a step-down or alternative to residential care. Services include skills-building and psychoeducational groups, group therapy and process groups, community meetings, therapeutic milieu, collaborative service plan development, community outings, and adjunctive therapies, with

flexible, longer-term participation (up to two years) to support dual recovery and successful community reintegration.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 11. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**73**
FY 2027 - 2028	**73**
FY 2028 - 2029	**73**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Eight: Independent Living

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Central Coast Center for Independent Living (CCCIL) provides cross-disability, consumer-centered independent living services to Monterey County residents with physical, mental health, and cognitive disabilities across all age groups. Services include benefits assistance for financial and medical programs, individual advocacy, housing assistance, independent living skills training, assistive technology supports including a device lending library, information and referral, and group sessions coordinated with Behavioral Health ACCESS

services. The program emphasizes self-determination, community integration, and skill building to support independent living.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 12. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**80**
FY 2027 - 2028	**80**
FY 2028 - 2029	**80**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Nine: Access Medication Support Services

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☐ Supportive services
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Access Medication Support Services provide clinic- and community-based psychiatric medication services for individuals enrolled in Monterey County Behavioral Health Access and specialty programs at multiple regional clinic sites. A multidisciplinary team (psychiatrists, psychiatric nurse practitioners, and nursing staff) delivers medication assessment, prescribing, monitoring, education, and coordination with treating clinicians to promote symptom stabilization, treatment adherence, and continuity of care, with an emphasis on

informed consent, culturally responsive care, and alignment with each person's treatment goals.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 13. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**23**
FY 2027 - 2028	**23**
FY 2028 - 2029	**23**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Ten: USC Telehealth

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ Mental health services
   b. ☐ Supportive services
   c. ☒ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   The USC Telehealth Program provides virtual outpatient mental health services delivered via secure, HIPAA-compliant video conferencing. Services are provided by MSW graduate student interns and licensed-eligible clinicians under the supervision of California-licensed LCSWs. The program is designed to increase access to timely, evidence-based mental health services for individuals in underserved geographic areas.

For adult and older adult populations, the program provides time-limited, episode-based outpatient mental health services to Monterey County residents ages 18 and older. Services include assessment, treatment planning, individual psychotherapy, crisis intervention, and planned termination, with each client typically receiving up to 6–12 sessions (maximum 600 minutes). Presenting concerns include depression, anxiety, trauma, co-occurring substance use disorders, and other behavioral health conditions impacting daily functioning and community stability. Evidence-based and promising practices include Cognitive Behavioral Therapy (CBT), Motivational Interviewing, Problem Solving Therapy, Crisis Oriented Recovery Services, and Mindfulness-based interventions.

The program is designed to support engagement in care, improve access to services for individuals facing geographic or transportation barriers, and promote symptom reduction and functional improvement through structured, short-term outpatient treatment.

Services for children, adolescents, and transition-age youth (ages 12–17 and TAY) are provided through the same telehealth model but are reported and described separately under the Children's System of Care (Non-FSP Program) section, in alignment with DHCS guidance.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 14. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**282**
FY 2027 – 2028	**282**
FY 2028 - 2029	**282**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program 11: Adult Services Outpatient Salinas, King City, Soledad, and Coastal Region Program

1. Please select the service types provided under Program One (select all that apply):
   a. ☒ **Mental health services**
   b. ☒ **Supportive services**
   c. ☒ **Substance Use Disorder treatment services**
2. Please describe the specific services provided:
   Monterey County Behavioral Health's Adult Services Salinas, King City, Soledad, and Coastal Region Outpatient programs provide a range of services to adults with a serious mental health diagnosis to support recovery and help individuals live in the least restrictive environment possible. These outpatient services serve adults including those with co-occurring substance use disorders and offer outreach and engagement through a welcoming/engagement team. The programs function as intensive outpatient mental health and co-occurring treatment focusing on client's recovery goals with an emphasis on keeping the client in community-based care for adults with serious mental illness.
3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 15. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**482**
FY 2027 - 2028	**482**
FY 2028 - 2029	**482**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program 12: Electroconvulsive Therapy Services

1. Please select the service types provided under Program One (select all that apply):

   a. ☒ **Mental health services**
   b. ☐ Supportive services
   c. ☐ Substance Use Disorder treatment services

2. Please describe the specific services provided:
   Electroconvulsive Therapy (ECT) services include psychiatric evaluation to determine medical necessity and appropriateness for treatment, administration of ECT procedures in inpatient or outpatient settings under general anesthesia, and ongoing clinical monitoring throughout the course of care. Services may also include evaluation and management visits, psychotherapy when clinically indicated, and inpatient clinic visits related to ECT treatment and capacity assessment. All services are provided in accordance with applicable specialty mental health requirements and established medical necessity standards.

3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 15. Number of Individuals in the Adult and Older Adult Systems of Care (Non-FSP) Served During the Plan Period by Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	**5**
FY 2027 - 2028	**5**
FY 2028 - 2029	**5**

4. Please describe any data or assumptions your county used to project the number of individuals served through the Adult and Older Adult System of Care:

   For the 3-year Integrated Plan period, projections were based on projected utilization given annual budget.

Early Intervention Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in Policy Manual Chapter 7, Section A.7.3, but counties may develop multiple programs/interventions to meet all county EI requirements. For related policy information, refer to **7.A.7 Early Intervention Programs.**

Program One

1. Program or service name: **MCHOME Homeless Outreach & Engagement**
2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   - **a. ☒ Outreach**
   - b. ☒ **Access and Linkage: Screenings**
   - **c.** ☐ Access and Linkage: Assessments
   - **d. ☒ Access and Linkage: Referrals**
   - **e. ☒ Access and Linkage: Other**
     - **i.** If selected, please specify "other" type of Access and Linkage: **Navigation, care coordination support, and assistance overcoming barriers to accessing services**
   - f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
   - **g. ☒ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide**
   - **h. ☒ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues**
   - **i. ☒ Treatment Services and Supports: Other**
     - **i.** If selected, please specify "other" type of Treatment Services and Supports: **Peer counseling and non-clinical support to improve engagement and successful connection to services and resources.**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Intended outcomes for Interim's McHome include increasing engagement of adults with serious mental illness experiencing homelessness in behavioral health services and improving linkage to ongoing outpatient mental health treatment and supportive services. The program also aims to reduce psychiatric crises, emergency department utilization, and jail involvement, while improving psychiatric stability, functioning, and community integration through intensive outreach, engagement, case management, and treatment services.**

    Through early intervention strategies, the program seeks to increase sustained participation in behavioral health services among individuals who have historically been difficult to engage due to homelessness, co-occurring conditions, or system involvement. These outcomes are intended to support improved behavioral health stabilization and reduced reliance on higher levels of acute care.

    Any housing-related services or interventions are not funded or provided under this Early Intervention program and are addressed under the Housing Interventions Component in accordance with BHSA Policy Manual Chapter 7.C.
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
    ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 17. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	169
FY 2027 - 2028	169
FY 2028 - 2029	169

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Two

1. Program or service name: Pajaro Valley Prevention and Student Assistance Program

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   - **a. ☒ Outreach**
   - **b. ☒ Access and Linkage: Screenings**
   - **c. ☒ Access and Linkage: Assessments**
   - **d. ☒ Access and Linkage: Referrals**
   - e. ☐ Access and Linkage: Other
     - **i.** If selected, please specify "other" type of Access and Linkage: **N/A**
   - f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
   - g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
   - h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
   - i. ☐ Treatment Services and Supports: Other
     - **i.** If selected, please specify "other" type of Treatment Services and Supports: **N/A**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**

   a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**

4. Please describe intended outcomes of the program or service: The program focuses on identifying, assessing, and treating mental health conditions in children affected by developmental, social/emotional, and behavioral disorders. Services include individual, dyadic, family, and group therapies designed to reduce mental health challenges and improve functioning related to development, learning, self-regulation, and family relationships. Program activities may include assessment, treatment plan development, therapy, case management and linkage, rehabilitation, and collateral support services.
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 18. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**120**
FY 2027 - 2028	**120**
FY 2028 - 2029	**120**

   a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Three

1. Program or service name: **Outreach and Aftercare**
2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☐ Access and Linkage: Screenings
    c. ☐ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☒ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☐ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **N/A**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Interim's Outreach and Aftercare is intended to help adults with co-occurring serious mental illness and substance use disorders move toward dual recovery by engaging earlier in the change process, reducing harmful substance use, and stabilizing mental health symptoms. The program also aims to reduce relapse and rehospitalization by offering a softer entry point and step-down aftercare from intensive dual recovery services, so people stay connected to supports, maintain gains from treatment, and remain safely housed and involved in community life.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
    ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**

b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
    i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 19. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**100**
FY 2027 - 2028	**100**
FY 2028 - 2029	**100**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Four

1. Program or service name: **211**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☐ Access and Linkage: Screenings
    c. ☐ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide

h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
i. ☐ Treatment Services and Supports: Other
    i. If selected, please specify "other" type of Treatment Services and Supports: **N/A**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **211 is a free phone and digital network provided by United Way Monterey County that connects residents in need of assistance to community health and social services. The program is intended to increase awareness of and connection to available behavioral health and social services, especially for residents who do not know where to turn. It also aims to improve successful follow-through on referrals and coordination between agencies, reducing unmet needs and barriers to accessing mental health, SUD, and basic-needs supports.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 20. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**6,047**
FY 2027 - 2028	**6,047**
FY 2028 - 2029	**6,047**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Five

1. Program or service name: **Behavioral Health Crisis, Dispatch, and Mobile Response Services**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☒ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **Crisis call coordination, dispatch, and professional routing that support the functioning of crisis and linkage workflows.**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☒ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☐ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **N/A**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Behavioral Health Crisis, Dispatch, and Mobile Response Services is a coordinated early intervention program that supports individuals experiencing behavioral health**

crises through both system coordination functions and direct client-facing crisis response services.

The program includes Access and Linkage activities such as screenings, assessments, referrals, and crisis call coordination, dispatch, and professional triage to ensure timely routing of individuals to appropriate levels of care. These functions support rapid identification of behavioral health needs and facilitate connection to appropriate crisis and treatment services.

The program also includes direct Treatment Services and Supports, including crisis intervention and mobile response services that prevent, respond to, and stabilize behavioral health crises, including situations involving risk of suicide or acute psychiatric distress. Services are delivered in real time to de-escalate crises, provide immediate clinical support, and connect individuals to ongoing behavioral health treatment and services.

These combined system coordination and direct service activities are designed to reduce reliance on emergency departments, law enforcement, and inpatient hospitalization by providing timely behavioral health crisis intervention and linkage to ongoing care.

5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program: **N/A**
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 21. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**7,739**

FY 2027 - 2028	**7,739**
FY 2028 - 2029	**7,739**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
The projected number of individuals served through Early Intervention crisis services is based on recent crisis system utilization data from Calendar Year 2025. During this period, the County of Monterey recorded approximately 7,739 calls to crisis lines, including the Community Crisis Line operated by the Family Service Agency of the Central Coast (6,949 calls) and the Seneca Crisis Warm Line serving children and youth (790 calls). These crisis lines serve as the primary entry points for telephonic crisis intervention, screening, assessment, referral, and linkage to mobile crisis services when appropriate.

Because crisis services are recorded as calls and responses rather than unique individuals, the county used the total number of crisis line contacts as a proxy for individuals served through Early Intervention crisis services. In addition to telephonic crisis intervention, some calls result in mobile crisis field responses, including approximately 1,839 in-person mobile crisis responses in CY 2025 across Seneca Children and Youth Mobile Response Teams, Sierra Mental Wellness Group mobile crisis teams, and Monterey County Behavioral Health mobile crisis teams.

The county assumes that overall crisis system utilization will remain relatively stable over the three-year plan period. Therefore, the CY 2025 crisis call volume of 7,739 contacts was used as the projected annual number of individuals served through this Early Intervention crisis services program for FY 2026-2027 through FY 2028-2029.

Program Six

1. Program or service name: **The Family Assessment Support and Treatment (FAST) program**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☐ Access and Linkage: Screenings

c. ☐ Access and Linkage: Assessments
d. ☐ Access and Linkage: Referrals
e. ☐ Access and Linkage: Other
    i. If selected, please specify "other" type of Access and Linkage:
f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
i. ☒ Treatment Services and Supports: Other
    i. If selected, please specify "other" type of Treatment Services and Supports: **Intensive outpatient mental health treatment and case management (individual, attachment-focused, group, and family therapy) for Dependency Court/Child Welfare–involved children and families.**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **The Family Assessment Support and Treatment (FAST) program team offers mental health treatment and case management services to children and families involved in the Monterey County Dependency Court and Child Welfare system due to severe abuse and neglect. FAST is intended to reduce trauma and behavioral symptoms for children impacted by severe abuse and neglect and to improve their emotional, social, and developmental functioning. The program also aims to strengthen caregiver capacity and family stability, support safer permanency outcomes in Dependency Court, and decrease the need for higher levels of care.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
    ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 24. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**588**
FY 2027 - 2028	**588**
FY 2028 - 2029	**588**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Seven

1. Program or service name: **CS Archer Child Advocacy Center**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   a. ☐ Outreach
   b. ☒ Access and Linkage: Screenings
   c. ☒ Access and Linkage: Assessments
   d. ☒ Access and Linkage: Referrals
   e. ☐ Access and Linkage: Other
      i. If selected, please specify "other" type of Access and Linkage: **N/A**
   f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
   g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
   h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues

i. ☒ **Treatment Services and Supports: Other**
    i. If selected, please specify "other" type of Treatment Services and Supports: **Trauma-informed mental health treatment and case coordination for children exposed to abuse/violence, plus assessment and referral for ongoing services.**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Archer Child Advocacy Center provides forensic interviews and trauma-informed mental health services for children who are suspected victims of abuse or who have witnessed violence, in a child-friendly setting coordinated with law enforcement, child welfare, medical providers, and the courts to minimize trauma and repeat interviews. The Intended outcomes are to reduce trauma symptoms and support emotional recovery for children exposed to abuse or violence, while enhancing safety and stability in the home. The program also aims to minimize system-related retraumatization through coordinated forensic interviewing and timely linkage to ongoing services.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
    ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 25. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**236**
FY 2027 - 2028	**236**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Eight

1. Program or service name: **CS MCSTART**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☒ Treatment Services and Supports: **Other**
        i. If selected, please specify "other" type of Treatment Services and Supports: **Early, trauma-focused mental health treatment for ages 0-5 with prenatal substance exposure/trauma, aiming to prevent later school failure, higher levels of care, and justice/child welfare involvement.**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**

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4. Please describe intended outcomes of the program or service: **Monterey County Behavioral Health's CS MCSTART program provides specialty mental health services for families and children ages 0-5 years who meet moderate to severe criteria and often have trauma histories, including in utero exposure to drugs or alcohol. MCSTART is intended to identify and address developmental, emotional, and behavioral impacts of early trauma and prenatal substance exposure as early as possible, improving children's functioning and developmental trajectories. The program also seeks to strengthen caregiver–child attachment and caregiver capacity, reducing risk for later school failure, higher levels of care, and justice or child welfare involvement.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 26. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**220**
FY 2027 - 2028	**220**
FY 2028 - 2029	**220**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Nine

1. Program or service name: DTH **MCSTART 0-5**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☒ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **Early trauma/prenatal substance exposure treatment for 0–5 and caregivers, focused on attachment, regulation, developmental functioning, and preventing later serious MH conditions, school problems, and child welfare involvement.**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☒ **Yes** ☐ No
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **Parent Child Interactive Therapy (PCIT)**
4. Please describe intended outcomes of the program or service: **Door to Hope's MCSTART 0–5 program provides early specialty mental health services for infants and young children ages 0–5 who have experienced trauma and/or prenatal exposure to alcohol or other drugs, along with their caregivers. The intended outcomes of the program are to improve caregiver–child attachment and relationship quality; enhance children's emotional and behavioral regulation and developmental functioning; reduce the long-term impacts of early trauma and prenatal substance exposure; and decrease later risk of serious mental health conditions, school difficulties, and child welfare involvement.**

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5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 27. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**200**
FY 2027 - 2028	**200**
FY 2028 - 2029	**200**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Ten

1. Program or service name: **Kinship Center Seneca First Five Trauma**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   a. ☐ Outreach
   b. ☒ **Access and Linkage: Screenings**
   c. ☒ **Access and Linkage: Assessments**
   d. ☒ **Access and Linkage: Referrals**
   e. ☐ Access and Linkage: Other
      i. If selected, please specify "other" type of Access and Linkage:

f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
i. ☒ Treatment Services and Supports: Other
    i. If selected, please specify "other" type of Treatment Services and Supports: **Intensive early childhood mental health, attachment-based and trauma-informed services across settings.**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**

4. Please describe intended outcomes of the program or service: **Seneca Family of Agencies Early Childhood Treatment Program provides outpatient specialty mental health services to infants and young children from birth through age five and their families, targeting early emotional and behavioral dysregulation, attachment disruption, and trauma-related symptoms that could interfere with development, learning, and long-term functioning. The intended outcomes of the program are to improve early social-emotional functioning and developmental progress, reduce trauma and behavioral symptoms, and prevent disruption in home and early learning settings. The program also aims to decrease parental stress and strengthen caregiver capacity, thereby reducing the likelihood of higher levels of care, foster placement disruption, or school failure later on.**

5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 29. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**30**
FY 2027 - 2028	**30**
FY 2028 - 2029	**30**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Eleven

1. Program or service name: **Access Post-Hospital/Crisis Follow-Up**
2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   - **a. ☒ Outreach**
   - **b. ☒ Access and Linkage: Screenings**
   - **c. ☒ Access and Linkage: Assessments**
   - **d. ☒ Access and Linkage: Referrals**
   - e. ☐ Access and Linkage: Other
     - **i.** If selected, please specify "other" type of Access and Linkage: **N/A**
   - f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
   - **g. ☒ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide**
   - h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
   - i. ☐ Treatment Services and Supports: Other
     - **i.** If selected, please specify "other" type of Treatment Services and Supports: **N/A**

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3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Access Post-Hospital and Crisis Follow-Up provides timely outreach and short-term support to individuals following psychiatric hospitalization, emergency department visits, or behavioral health crises. The intended outcomes are to reduce psychiatric rehospitalization and repeat crises by ensuring people receive timely follow-up contact, safety planning, and linkage to outpatient care after discharge. The program also aims to improve continuity and engagement in treatment so that individuals maintain medication and care plans, stabilize in the community, and experience lower suicide risk and better overall recovery.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 33. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**419**
FY 2027 - 2028	**419**
FY 2028 - 2029	**419**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:

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Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Twelve

1. Program or service name: **Access to Treatment Salinas**
2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☒ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **Short-term outpatient mental health treatment (therapy, psychiatry, CM, coordination) following screening/assessment.**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **The program is intended to improve timely, equitable access to county behavioral health services for Medi-Cal beneficiaries in the Salinas area and to ensure individuals are assigned to the right service track on first contact. It also aims to strengthen engagement and continuity by providing brief services during the transition to ongoing treatment, thereby reducing symptom escalation and avoidable crises.**

5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 34. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**2,978**
FY 2027 - 2028	**2,978**
FY 2028 - 2029	**2,978**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Thirteen

1. Program or service name: **Access to Treatment King City**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
   a. ☐ Outreach
   b. ☒ **Access and Linkage: Screenings**
   c. ☒ **Access and Linkage: Assessments**
   d. ☒ **Access and Linkage: Referrals**
   e. ☐ Access and Linkage: Other

    i. If selected, please specify "other" type of Access and Linkage: **N/A**
f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
i. ☒ Treatment Services and Supports: Other
    i. If selected, please specify "other" type of Treatment Services and Supports: **Short-term outpatient mental health and substance use treatment (therapy, medication support, case management, MH rehab) following EI screening/assessment and referral.**

3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**

4. Please describe intended outcomes of the program or service: **Intended outcomes include improving early identification of behavioral health and SUD needs in South County and speeding connection to appropriate county or community services. The program also seeks to reduce geographic and language barriers, increasing ongoing engagement in care and early stabilization for rural residents.**

5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 35. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**363**
FY 2027 - 2028	**363**
FY 2028 - 2029	**363**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Fourteen

1. Program or service name: **Access to Treatment Soledad**
2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☒ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **Short-term outpatient mental health and substance use treatment (therapy, medication support, case management, MH rehab, collateral) focused on stabilization and engagement after EI triage/assessment.**

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3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **Intended outcomes include improving early identification of behavioral health and SUD needs in South County and speeding connection to appropriate county or community services. The program also seeks to reduce geographic and language barriers, increasing ongoing engagement in care and early stabilization for rural residents.**
5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**
    b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
        i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 36. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**762**
FY 2027 - 2028	**762**
FY 2028 - 2029	**762**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

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Program Fifteen

1. Program or service name: **Access to Treatment Coastal Region**

2. Please select which of the three EI components are included as part of the program or service (select all that apply):
    a. ☐ Outreach
    b. ☒ Access and Linkage: Screenings
    c. ☒ Access and Linkage: Assessments
    d. ☒ Access and Linkage: Referrals
    e. ☐ Access and Linkage: Other
        i. If selected, please specify "other" type of Access and Linkage: **N/A**
    f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
    g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
    h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
    i. ☒ Treatment Services and Supports: Other
        i. If selected, please specify "other" type of Treatment Services and Supports: **Short-term outpatient mental health and substance use treatment (individual/group therapy, medication support, case management, MH rehab, collateral) following EI screening/assessment and linkage.**
3. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**
4. Please describe intended outcomes of the program or service: **The program is intended to improve timely access to clinically appropriate mental health and substance use services for residents of the Monterey Peninsula and surrounding coastal areas and to reduce gaps between initial contact, assessment, and initiation of care. It aims to provide screening, triage, and comprehensive assessment to determine level of care, deliver short-term outpatient treatment when appropriate, and link individuals to county specialty behavioral health, substance use disorder, and community-based services, in**

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order to support engagement, continuity of care, and early stabilization of behavioral health conditions.

5. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
   ☐ Yes ☒ **No**
   a. If yes, indicate additional priority name(s): **N/A**
   b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
      i. Priority (1): **N/A**

6. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 37. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**827**
FY 2027 - 2028	**827**
FY 2028 - 2029	**827**

a. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

Program Sixteen

7. Program or service name: **Veterans Reintegration Transition Program**

8. Please select which of the three EI components are included as part of the program or service (select all that apply):
   a. ☒ **Outreach**
   b. ☐ Access and Linkage: Screenings
   c. ☐ Access and Linkage: Assessments

d. ☐ Access and Linkage: Referrals
e. ☐ Access and Linkage: Other
    i. If selected, please specify "other" type of Access and Linkage: **N/A**
f. ☐ Treatment Services and Supports: Services to address first episode psychosis (FEP)
g. ☐ Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
h. ☐ Treatment Services and Supports: Services to address co-occurring mental health and substance use issues
i. ☒ Treatment Services and Supports: Other
    i. If selected, please specify "other" type of Treatment Services and Supports: **In addition to outreach and education activities, the program provides individualized access and linkage support, benefits navigation, court-based service coordination, and pre-release reentry linkage to facilitate timely connection to mental health and healthcare services for veterans and eligible dependents.**

9. Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs: ☐ Yes ☒ **No**
    a. If yes, please indicate the EBPs and CDEPs that apply (please refer to the Draft EBP/CDEP Resource Guide (Dec 2025) for guidance): **N/A**

10. Please describe intended outcomes of the program or service: **The intended outcomes of the Veterans Reintegration Transition Program are aligned with Early Intervention outreach requirements by focusing on the identification and engagement of high-risk veterans, transitioning service members, and eligible dependents within BHSA priority populations, including older adults and youth. The program seeks to increase awareness of early signs of mental health and substance use concerns and improve participants' understanding of available behavioral health and supportive services.**
Through targeted outreach and individualized engagement, the program is designed to identify veterans who may be experiencing or at risk of developing serious mental health or substance use conditions and to facilitate timely access to appropriate services.

11. Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2:
☐ Yes ☒ **No**
    a. If yes, indicate additional priority name(s): **N/A**

b. Please describe for each additional priority why the county opted to include this priority and metrics to assess the effectiveness of the program:
   i. Priority (1): **N/A**

12. Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY) in the table below.

Table 37. Estimated Number of Individuals Served in Early Intervention Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**1209**
FY 2027 - 2028	**1209**
FY 2028 - 2029	**1209**

b. Please describe any data or assumptions the county used to project the number of individuals served through EI programs:
Projected numbers served were based on recent utilization and BHSS budget estimates.

Coordinated Specialty Care for First Episode Psychosis (CSC) Program

For related policy information, refer to **7.A.7.5.1 Coordinated Specialty Care for First Episode Psychosis**.

1. Please provide the following information on the county's Coordinated Specialty Care for First Episode Psychosis (CSC) program
   a. CSC program name: **CS First Episode Psychosis Program (TAY Services)**
   b. CSC program description: **Wellness Navigators provide peer support for MCBHB Avanza Transitional Age Youth (TAY) clients with serious mental illness/First Episode Psychosis who are in need of behavioral health services and supports; this expansion utilizes the Coordinated Specialty Care ("CSC") model. As well as provide attuned and culturally relevant engagement.**

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for CSC. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible

population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population. These projections are not binding and are for planning purposes. In future guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA CSC requirements.

2. Please review the total estimated number of individuals who may be eligible for CSC (based on the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH- CONNECT) Evidence Based Practice (EBP) Policy Guide and the Policy Manual Chapter 7, Section A.7.5). Please input the estimates provided to the county in the table below.

Table 38. Estimated Number of Individuals Eligible for CSC and Estimated Number of Teams Needed to Serve Total Eligible Population

CSC Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	**83**
Number of Uninsured Individuals	**12**

CSC Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	**12.75**
Number of Teams Needed to Serve Total Eligible Population	**3**

3. Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for BHSS, in Table 14 please provide the total number of teams and Full-Time Equivalents (FTEs) (county-operated and county-contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide CSC over this Integrated Plan period, by fiscal year.

Table 39. Total Number of CSC Practitioners and Teams

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	**4.5**	**4.5**	**4.5**
Total Number of Teams	**1**	**1**	**1**

1. Will the county's CSC program be supplemented with other (non-BHSA) funding source(s)? ☒ **Yes** ☐ No
    a. If yes, please list the other funding source(s): **SAMHSA Block Grant; billable services**

Outreach and Engagement (O&E) Program

For each program or activity that is part of the county's standalone O&E programs, provide the following information. For related policy information, refer to **7.A.3 Outreach and Engagement.**

Program One

1. Program or activity name: **CS TAY Post Hospital**
2. Please describe the program or activity: **The Post Hospital Team provides support to beneficiaries who are transitioning from hospital inpatient or emergency department care due to a primary psychiatric or substance use condition and are in need of establishing new outpatient Behavioral Health services. The Post Hospital Team provides discharge coordination support for adults newly referred to Behavioral Health to help ensure timely access and linkage to follow-up outpatient Behavioral Health care by providing assessment, short term case management, linkage, referrals, medication management, and other supportive services to help individuals access needed resources to help them stabilize in the community following discharge from a hospital setting. Established clients will be redirected to their existing treatment teams for ongoing care coordination and discharge planning support.**
3. Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below.

Table 40. Estimated Number of Individuals Served in O&E Programs by Plan Year

Plan Period by FY	Projected Number of Individuals Served
FY 2026 - 2027	**142**
FY 2027 - 2028	**142**
FY 2028 - 2029	**142**

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4. Please describe any data or assumptions the county used to project the number of individuals served through O&E programs:

   Projected numbers served were based on recent utilization and BHSS budget estimates. For the 3-year Integrated Plan period, projections match the estimated numbers served in FY 2025–2026, assuming stable demand and capacity.

County Workforce, Education, and Training (WET) Programs

As described in the Policy Manual, WET activities should supplement, but not duplicate, funding available through other state-administered workforce initiatives, including the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative administered by the Department of Health Care Access and Information (HCAI). Counties should prioritize available BH- CONNECT and other state-administered workforce programs whenever possible. Responses in this section should address the county's WET program. Other workforce efforts should be addressed in the Workforce Strategy section of the Integrated Plan (IP).

For each program or activity that is part of the county's overall WET program, provide the following information. For related policy information, refer to **7.A.4 Workforce Education and Training.**

Program One

1. Program or activity name: **Family and Community Counseling and Consulting**
2. Please select which of the following categories the activity falls under (select one):
   a. ☐ Continuing Education
   b. ☐ Internship and Apprenticeship Programs
   c. ☐ Loan Repayment
   d. ☐ Professional Licensing and/or Certification Testing and Fees
   e. ☐ Retention Incentives and Stipends
   f. ☐ Staff time spent supervising interns and/or residents who are providing direct county behavioral health services through an internship or residency program
   g. ☒ Workforce Recruitment, Development, Training, and Retention
   h. Other
3. Please describe efforts to address disparities in the Behavioral Health workforce. (Additional information regarding diversity of the behavioral health workforce can found in Policy Manual Chapter 7, Section A.4.9.):

Monterey County Behavioral Health advances workforce equity by recruiting and supporting bilingual and culturally responsive professionals and offering career-pathway training for underrepresented communities. This project supports that goal by expanding training and development that strengthen cultural responsiveness and build a diverse, community-reflective workforce.

Program Two

1. Program or activity name**: Cultural Competence Training**
2. Please select which of the following categories the activity falls under (select one):
    a. ☐ Continuing Education
    b. ☐ Internship and Apprenticeship Programs
    c. ☐ Loan Repayment
    d. ☐ Professional Licensing and/or Certification Testing and Fees
    e. ☐ Retention Incentives and Stipends
    f. ☐ Staff time spent supervising interns and/or residents who are providing direct county behavioral health services through an internship or residency program
    g. ☒ Workforce Recruitment, Development, Training, and Retention
    h. Other
3. Please describe efforts to address disparities in the Behavioral Health workforce. (Additional information regarding diversity of the behavioral health workforce can found in Policy Manual Chapter 7, Section A.4.9.):
    County of Monterey Behavioral Health addresses disparities in the behavioral health workforce by strengthening cultural humility and cultural competence among its clinical and administrative staff. Through structured training and consultation, staff develop skills to effectively engage and serve individuals from diverse racial, ethnic, cultural, and linguistic communities. These activities strengthen workforce capacity and support the development of a culturally responsive behavioral health system that reflects and responds to the needs of Monterey County's diverse communities.

Program Three

1. Program or activity name: **Career Awareness**
2. Please select which of the following categories the activity falls under (select one):
    a. ☐ Continuing Education

b. ☐ Internship and Apprenticeship Programs
c. ☐ Loan Repayment
d. ☐ Professional Licensing and/or Certification Testing and Fees
e. ☐ Retention Incentives and Stipends
f. ☐ Staff time spent supervising interns and/or residents who are providing direct county behavioral health services through an internship or residency program
g. ☒ Workforce Recruitment, Development, Training, and Retention
h. Other

3. Please describe efforts to address disparities in the Behavioral Health workforce. (Additional information regarding diversity of the behavioral health workforce can found in Policy Manual Chapter 7, Section A.4.9.):
County of Monterey Behavioral Health advances workforce equity by recruiting and supporting bilingual and culturally responsive professionals and offering career-pathway training for underrepresented communities. This project supports that goal by expanding training and development that strengthen cultural responsiveness and build a diverse, community-reflective workforce.

Capital Facilities and Technological Needs (CFTN) Programs

For each project that is part of the county's CFTN project, provide the following information. Additional information on CFTN policies can be found in Policy Manual Chapter 7, Section A.5.

2. Project name: **Technology Modernization**
3. Please select the type of project (select one):
   a. ☐ Capital facilities project
   b. ☒ Technological needs project
4. If capital facilities project, please indicate which of the following categories the project falls under (select one):
   a. ☐ Acquiring renovating, or constructing buildings that are or will be county-owned. *The building can be owned and operated by a non-profit if the non-profit is providing behavioral health services under contract with the county.*
      i. If selected, please indicate if the project involves leasing or renting to own a building:
      ☐ Yes ☐ No
         1. If yes, please explain why purchase of the building was not possible:

b. ☐ Acquiring facilities not secured to a foundation that is permanently affixed to the ground
c. ☐ Establishing a capitalized repair or replacement reserve
d. ☐ Meeting match requirements for Behavioral Health Continuum Infrastructure Program (Bond BHCIP) award
e. ☐ Renovating or constructing buildings that are privately owned

5. If Technological Needs Project, please select the focus area(s) of the project (select all that apply):
   a. ☒ Data exchange and interoperability
   b. ☒ Data security and privacy
   c. ☒ Data warehouse
   d. ☒ Electronic health record system
   e. ☐ Individual/family access to computing resources
   f. ☒ Imaging/paper conversion
   g. ☒ Monitoring
   h. ☐ Online information resources for individuals/families
   i. ☐ Personal health record system
   j. ☐ Resources to support web content and mobile app accessibility
   k. ☐ System maintenance costs
   l. ☒ Telemedicine
   m. ☐ Other
6. Please describe the program: **This activity supports the replacement and upgrade of outdated computer hardware to modernize and strengthen behavioral health clinical and administrative information systems. The new equipment will enhance data security and privacy by supporting current operating systems, security patches, encryption standards, and multi-factor authentication requirements necessary to safeguard protected health information (PHI) and ensure compliance with federal and state regulations. Upgraded hardware will also improve system performance, reduce downtime, and increase efficiency in clinical documentation, electronic prescribing, reporting, and outcome monitoring activities.**

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Instructions

Counties shall report their planned expenditures for all behavioral health services and activities, not limited to only BHSA funded services and activities, other than those that are part of the Behavioral Health Care Continuum in Tab Two.

Rows 17 through 20: counties shall include their estimated total expenditures for the Integrated Plan period across all behavioral health funding sources and programs for each category listed. These costs are those that do not easily fit under the categories in Tab One, "BH CoC Expenditures."

Row 22: total projected expenditures will be auto-populated from rows 17 through 20.

For a list of all funding streams that should be included in the projected expenditures calculation for Table Two: Other County Expenditures please see the Behavioral Health Services Act County Policy Manual Chapter 3 Section A.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Two: Other County Expenditures			
Other Expenditures	**Total Projected Expenditures (Year One)**	**Total Projected Expenditures (Year Two)**	**Total Projected Expenditures (Year Three)**
Capital Infrastructure Activities	$ 1,330,582.00	$ 1,370,500.00	$ 1,411,615.00
Workforce Investment Activities	$ 519,118.00	$ 534,692.00	$ 550,732.00
Quality & Accountability, Data Analytics, and Plan Management & Administrative Activities (including indirect administrative activities)	$ 19,115,913.00	$ 19,689,390.00	$ 20,280,072.00
Other County Behavioral Health Agency Services/Activities (e.g., Public Guardian, CARE Act, LPS Conservatorships, DSH for Housing, Court Diversion Programs)	$ 9,816,612.00	$ 10,111,111.00	$ 10,414,444.00
Total Projected Expenditures			
Total Projected Expenditures (auto-populated)	$ 30,782,225.00	$ 31,705,693.00	$ 32,656,863.00

Instructions

Counties shall report their planned revenue across the county behavioral health delivery system to support all behavioral health services and programs by funding source in Tab Three.

Rows 18 through 33: counties shall report projected expenditures for each funding source/program.

Row 21: for State General Fund, include funds received for the non-federal share of Medi-Cal payments.

Row 26: for Commercial Insurance (including Medicare), reporting reflects planned reimbursement obtained by county-operated providers, not county-contracted providers.

Row 35: total expenditures will be auto-populated from rows 18 through 33.

Row 36: will be auto-validated by DHCS against rows 35, 37, and 38. Validation: total projected expenditure variance should total out to $0.

Rows 37 and 38: will be auto-validated by DHCS against total projected expenditures in Tabs One and Two.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Three: Projected Annual Expenditures by County BH Funding Source			
	Total Annual Projected Expenditures (Year One)	**Total Annual Projected Expenditures (Year Two)**	**Total Annual Projected Expenditures (Year Three)**
BHSA	$ 43,693,733.00	$ 45,004,545.00	$ 46,354,681.00
1991 Realignment (Bronzan-McCorquodale Act)	$ 21,974,151.00	$ 21,974,151.00	$ 23,312,377.00
2011 Realignment (Public Safety Realignment)	$ 31,204,991.00	$ 32,141,141.00	$ 33,105,375.00
State General Fund	$ 8,988,589.00	$ 9,258,247.00	$ 9,535,994.00
FFP (SMHS, DMC/DMC-ODS, NSMHS)	$ 82,139,831.00	$ 84,604,030.00	$ 87,142,151.00
Projects for Assistance in Transition from Homelessness (PATH)	$ 100,104.00	$ 103,107.00	$ 106,200.00
Community Mental Health Block Grant (MHBG)	$ 1,832,515.00	$ 1,887,490.00	$ 1,944,115.00
Substance Use Block Grant (SUBG)	$ 3,934,371.00	$ 4,052,402.00	$ 4,173,974.00
Commercial Insurance	$ 578,592.00	$ 595,950.00	$ 613,828.00
County General Fund	$ 532,678.00	$ 548,658.00	$ 565,118.00
Opioid Settlement Funds	$ 6,301,878.00	$ 6,490,934.00	$ 6,685,662.00
Other Funding Sources	**Total Annual Projected Expenditures (Year One)**	**Total Annual Projected Expenditures (Year Two)**	**Total Annual Projected Expenditures (Year Three)**
Other federal grants	$ 6,690,199.00	$ 6,890,905.00	$ 7,097,632.00
Other state funding (including DSH funding)	$ 1,483,599.00	$ 1,528,107.00	$ 1,573,950.00
Other county mental health or SUD funding	$ 7,209,540.00	$ 7,425,826.00	$ 7,648,601.00
Other foundation funding	$ -	$ -	$ -
Summary	**Total Annual Projection (Year One)**	**Total Annual Projection (Year Two)**	**Total Annual Projection (Year Three)**

Total projected expenditures (all BH funding streams/ programs) (auto-populated)	$ 216,664,771.00	$ 222,505,493.00	$ 229,859,658.00
Total Projected Expenditure Variance	$ -	$ (659,225.00)	$ -
Auto-validation: Table 1: Behavioral Health Care Continuum Projected Expenditures	$ 185,882,546.00	$ 191,459,025.00	$ 197,202,795.00
Auto-validation: Table 2: Other County Expenditures	$ 30,782,225.00	$ 31,705,693.00	$ 32,656,863.00

Instructions

Counties shall report their base BHSA funding allocations, approved Housing Intervention Component Exemptions, and planned transfers on this sheet. **All counties must complete this sheet.**

Rows 38-40: input your county's base BHSA funding allocation by component and year.

Rows 43-54: this section will be auto-populated from the sections below it.

Rows 43, 49, and 53: the total adjusted allocation percentages for each component, inclusive of both exemptions and transfers.

Rows 44, 50, and 54: is the projected amount of funding, in dollars, based on the adjusted total allocation percentages.

Row 45: reflects the unspent MHSA funding that will be transferred to each of the Behavioral Health Services Act (BHSA) component allocations.

Row 46: reflects the excess prudent reserve funding that will be transferred to each of the BHSA components.

Rows 58, 80, and 102: the base funding amount for Housing Interventions will auto-populate from Column C, rows 38-40.

Rows 59, 81, and 103: if your county has an approved housing exemption, enter the percent of funds you are moving out of Housing Interventions into the other components. Enter this percentage as a positive value. It will automatically display as a negative value in the cell.

Rows 60, 82, and 104: if your county has an approved housing exemption, enter the percent of funds you are moving out of the other components and into Housing interventions. Enter this percentage as a positive value.

Rows 63, 85, 107: the base funding amount for Full Service Partnerships will auto-populate from Column D, rows 38-40.

Rows 68, 90, 112: the base funding amount for Behavioral Health Services and Supports will auto-populate from Column E, rows 38-40.

Rows 64, 69, 86, 91, 108, and 113: enter the percentage transferred out of Full Service Partnerships (FSP) and Behavioral Health Services and Supports (BHSS) into Housing Interventions, respectively.

Rows 65, 70, 87, 92, 109, and 114: enter the percentage transferred from Housing Interventions into Full Service Partnerships (FSP) and Behavioral Health Services and Supports (BHSS), respectively.

Rows 74, 96, 118: the updated base percentage will be auto-populated for Housing Interventions, FSP, and BHSS, respectively. Ensure the validation states "Row Equals 100%."

Rows 75, 97, 119: enter the amount you are transferring out of each component as a positive number. It will automatically display as a negative value. Ensure the validation states, "Row Does Not Exceed 14%."

Rows 76, 98, 120: enter the amount you are transferring into each component as a positive number. Ensure the validation states, "Transfers Out and In Equal."

Note: If your county plans to use Housing Intervention funds (up to 7 percent) to provide outreach and engagement, the amount of funds the county can transfer out of the Housing Intervention component (Row 75) must be decreased by the corresponding amount. Counties will document the amount dedicated to outreach and engagement in Tab 5. Housing Interventions.

Rows 77, 99, 121: the updated base percentage will be auto-populated for Housing Interventions, FSP, and BHSS, respectively. Ensure the validation states, "Row Equals 100%."

Rows 124-130: enter the amount of MHSA funds by component allocation transferring to each BHSA component. Encumbered unspent MHSA funds tied to WET, CFTN, or INN should be included; unencumbered INN funds should also be included. Please see Policy Manual Chapter 6, Section 7 for additional information.

Row 130: the total dollar amount of MHSA Transfers to BHSA is auto-populated.

Row 133: enter the dollar amount of prior year prudent reserve ending balance

Row 134: enter the prudent reserve maximum for your county.

Row 135: the dollar amount of excess prudent reserve funding to be transferred out of the prudent reserve will auto-populate. **Negative values indicate no transfer is necessary.**

Rows 136-138: enter the amount of excess prudent reserve funds allocated to each component.

Row 139: the total transferred excess prudent reserve is auto-populated.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Four: BHSA Transfers				
	County Base BHSA Funding Allocations Housing Intervention	County Base BHSA Funding Allocations Full-Service Partnership	County Base BHSA Funding Allocations Behavioral Health Services and Support	County Base BHSA Funding Allocations Total
Year One Component Allocation (dollars)	$ 11,772,169.00	$ 13,734,197.00	$ 13,734,197.00	$ 39,240,563.00
Year Two Component Allocation (dollars)	$ 12,125,334.00	$ 14,146,223.00	$ 14,146,223.00	$ 40,417,780.00
Year Three Component Allocation (dollars)	$ 12,489,094.00	$ 14,570,610.00	$ 14,570,610.00	$ 41,630,314.00

BHSA Transfers Year One Summary (auto-populated)				
	Housing Intervention	Full-Service Partnership	Behavioral Health Services and Support	Totals
Adjusted Total Allocation Percentages (Exemptions and Transfers)	23%	35%	42%	100%
Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 9,025,329.57	$ 13,734,197.00	$ 16,481,036.40	$ 39,240,562.97
Unspent Mental Health Services Act (MHSA) to BHSA	$ -	$ 4,528,434.00	$ 11,311,549.00	$ 15,839,983.00
Excess Prudent Reserve (PR) to BHSA	$ -	$ -	$ -	$ -

BHSA Transfers Year Two Summary (auto-populated)				
	Housing Intervention	Full-Service Partnership	Behavioral Health Services and Support	Totals
Adjusted Total Allocation Percentages (Exemptions and Transfers)	23%	35%	42%	100%

Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 9,296,089.40	$ 14,146,223.00	$ 16,975,467.60	$ 40,417,780.00

BHSA Transfers Year Three Summary (auto-populated)				
	Housing Intervention	**Full-Service Partnership**	**Behavioral Health Services and Support**	**Totals**
Adjusted Total Allocation Percentages (Exemptions and Transfers)	23%	35%	42%	100%
Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 9,574,972.07	$ 14,570,610.00	$ 17,484,732.00	$ 41,630,314.07

Funding Transfer Request Allocations

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year One)		
Base Component (Year One)	**Housing Intervention Percentage (Year One)**	**Housing Intervention Funds (Year One)**
Base Percentage and Funding	30%	$ 11,772,169.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	30%	$ 11,772,169.00
Transferred To/From	**Full Service Partnership Percentage (Year One)**	**Full Service Partnership Funds (Year One)**
Base Percentage and Funding	35%	$ 13,734,197.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New FSP Base Percentage (auto-populated)	35%	$ 13,734,197.00
Transferred To/From	**Behavioral Health Services and Support Percentage (Year One)**	**Behavioral Health Services and Support Funding (Year One)**
Base Percentage and Funding	35%	$ 13,734,197.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New BHSS Base Percentage (auto-populated)	35%	$ 13,734,197.00

Funding Transfers (Year One)				
	Housing Intervention (Year One) (1)	**Full-Service Partnership (Year One)**	**Behavioral Health Services and Support (Year One)**	**Validation**
Base Percentage after Housing Intervention Component Exemption (auto-populated)	30%	35%	35%	Row Equals 100%
Amount Transferring Out	-7%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	7%	Transfers Out and In Equal
New Base Percentage after Funding Transfer Request (auto-populated)	23%	35%	42%	Row Equals 100%

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year Two)		
Base Component (Year Two)	**Housing Intervention Percentage (Year Two)**	**Housing Intervention Funds (Year Two)**
Base Percentage and Funding	30%	$ 12,125,334.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	30%	$ 12,125,334.00

Transferred To/From	Full Service Partnership Percentage (Year Two)	Full Service Partnership Funds (Year Two)
Base Percentage and Funding	35%	$ 14,146,223.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New FSP Base Percentage (auto-populated)	35%	$ 14,146,223.00
Transferred To/From	**Behavioral Health Services and Support Percentage (Year Two)**	**Behavioral Health Services and Support Funding (Year Two)**
Base Percentage and Funding	35%	$ 14,146,223.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New BHSS Base Percentage (auto-populated)	35%	$ 14,146,223.00

Funding Transfers (Year Two)				
	Housing Intervention (Year Two) (1)	Full-Service Partnership (Year Two)	Behavioral Health Services and Support (Year Two)	Validation
Base Percentage after Housing Intervention Component Exemption (auto-populated)	30%	35%	35%	Row Equals 100%
Amount Transferring Out	-7%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	-7%	Transfers Out and In Equal
New Base Percentage after Funding Transfer Request (auto-populated)	23%	35%	42%	Row Equals 100%

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year Three)		
Base Component	Housing Intervention Percentage (Year Three)	Housing Intervention Funds (Year Three)
Base Percentage and Funding	30%	$ 12,489,094.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	30%	$ 12,489,094.00
Transferred To/From	**Full Service Partnership Percentage (Year Three)**	**Full Service Partnership Funds (Year Three)**
Base Percentage and Funding	35%	$ 14,570,610.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New FSP Base Percentage (auto-populated)	35%	$ 14,570,610.00
Transferred To/From	**Behavioral Health Services and Support Percentage (Year Three)**	**Behavioral Health Services and Support Funding (Year Three)**
Base Percentage and Funding	35%	$ 14,570,610.00
Percentage Reduced	0%	$ -
Percentage Added	0%	$ -
New BHSS Base Percentage (auto-populated)	35%	$ 14,570,610.00

Funding Transfers (Year Three)				
	Housing Intervention (Year Three) (1)	Full-Service Partnership (Year Three)	Behavioral Health Services and Support (Year Three)	Validation
Base Percentage after Housing Intervention Component Exemption (auto-populated)	30%	35%	35%	Row Equals 100%
Amount Transferring Out	-7%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	-7%	Transfers Out and In Equal

New Base Percentage after Funding Transfer Request (auto-populated)	23%	35%	42%	Row Equals 100%

MHSA Transfers to BHSA				
MHSA Component	**Available Unspent BHSA Funds**	**Transferred to Housing Intervention**	**Transferred to Full-Service Partnership**	**Transferred to Behavioral Health Services and Support**
CSS	$ -	$ -	$ -	$ -
PEI	$ 4,318,371.00	$ -	$ 4,318,371.00	$ -
Encumbered INN	$ 3,785,262.00	$ -	$ -	$ 3,785,262.00
Unencumbered INN	$ 1,449,604.00	$ -	$ 210,063.00	$ 1,239,541.00
WET	$ 550,479.00			$ 550,479.00
CFTN	$ 5,736,267.00			$ 5,736,267.00
Total (auto-populated)	$ 15,839,983.00	$ -	$ 4,528,434.00	$ 11,311,549.00

Excess Prudent Reserve to BHSA Components	
Transfer from Prudent Reserve to BHSA Component Allocation	**Amount**
Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year	$ 4,795,236.00
Local Prudent Reserve Maximum (2)	$ 7,146,285.00
Excess Prudent Reserve Funding that must be transferred	**$ (2,351,049.00)**
Housing Intervention (3)	$ -
FSP	$ -
BHSS (4)	$ -
Total Transferred Excess Prudent Reserve (auto-populated)	$ -

References

1. BHSA County Policy Manual section 6.B.5 states counties may use up to seven percent of Housing Interventions component funds on outreach and engagement. The amount of funds transferred out of the Housing Interventions component into another funding component must be decreased by a corresponding amount. Counties are not required to use Housing Intervention component funding for outreach and engagement, or other funding transfer requests. It remains at the discretion of the counties to transfer up to a total of 14 percent of its BHSA funds in a fiscal year.

2. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).

3. W&I Code § 5892, subdivision (b)(6)(B) states prudent reserve funding cannot be spent on capital development.

Instructions

Counties shall report their projected expenditures for their BHSA Housing Interventions allocation component. Counties shall report projected expenditures for all other non-BHSA funding sources in Tab Five.

Rows 39-42: input the estimated total Housing Intervention component allocation received for each year. Row 39 will auto-populate from Tab Four in the BHSA Transfers tab. Input unspent MHSA dollars carried over to this component into row 42. Row 43 will auto-populate-the sum of rows 40-42 to account for total funding.

Row 40: input the total dollar amount projected to be added to Housing Intervention component funds from the prudent reserve, if applicable. If you reported on Tab 4, row 136 that you will be transferring excess PR funds to Housing Interventions please report them here.

Rows 47-64: input the projected expenditures for each Housing Intervention component service category or program for each year.

Row 46: the aim of Housing Interventions is to help individuals achieve permanent housing stability. To the maximum extent possible, counties should seek to place individuals in permanent housing settings. Housing Interventions may only be used for placement in interim settings for a limited time, 6 months for BHSA eligible individuals who have exhausted the Transitional Rent benefit and 12 months for BHSA eligible individuals not eligible to receive Transitional Rent through their Medi-Cal MCP.

Row 51: pursuant to W&I Code section 5830, subdivision (c)(2), BHSA Housing Interventions may not be used for housing services covered by Medi-Cal Managed Care Plans (MCP). Please indicate the projected expenditures for BHSA funding ONLY in columns C, D, and E. Please indicate the projected expenditures for all other funding sources excluding BHSA in columns F, G, and H.

Row 63: input expenditures for BHSA-funded innovation pilots or projects.

Row 64: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.

Row 65: the sub-total will be auto-populated, excluding the percentage of rental and operating subsidies administered through Flex Pools.

Row 67: input the total dollar amount projected to be transferred out of Housing Intervention component funds into the prudent reserve.

Row 69 enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).

Row 70: the overall total of Housing Intervention expenditures will be auto-populated-from rows 65, 67, and 69.

Row 72: input the total dollar amount for Housing Intervention component programs and services that will be dedicated to the chronically homeless population. This amount should equal 50% of Housing Interventions component allocation.

Row 73: input the total dollar amount for Housing Intervention component programs and services that will be dedicated to serving individuals with only a substance use disorder, if provided by the county. DHCS recognizes there may be duplication with funds captured in row 72.

Row 75: the proportion of funds dedicated to capital development will be auto-populated**.**

Row 76: the proportion of funds dedicated to the chronically homeless population will be auto-populated**.**

Row 77: the proportion of funds dedicated to Outreach and Engagement will be auto-populated.

Rows 79-80: input the estimated unduplicated count of individuals that will be served across all Housing Intervention component services.

Row 82: auto-populates projected estimated amount of MHSA Encumbered INN funds that will be available in the BHSA HI component for each year.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Five: BHSA Components

	Total Housing Interventions Funding (Year One)	**Total Housing Interventions Funding (Year Two)**	**Total Housing Interventions Funding (Year Three)**
Total Estimated Housing Intervention Funding Received (BHSA Funds)	$ 9,025,329.00	$ 9,296,089.00	$ 9,574,972.00
Transfers into Housing Intervention component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Housing Intervention Funding Allocated (MHSA - Unspent Carryover Funds)	$ -	$ -	$ -
Total Estimated Housing Intervention Funding (BHSA + MHSA Funds)	$ 9,025,329.00	$ 9,296,089.00	$ 9,574,972.00

Housing Interventions Category

Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)	Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
Housing Interventions Component Programs/Services						
Non-Time Limited Permanent Settings (e.g., supportive housing, apartments, single and multi-family homes, shared housing) (2)						
Rental Subsidies	$ 915,771.00	$ 943,245.00	$ 971,542.00	$ -	$ -	$ -
Operating Subsidies	$ 1,197,688.00	$ 1,233,619.00	$ 1,270,628.00	$ -	$ -	$ -
Bundled Rental and Operating Subsidies	$ 621,745.00	$ 640,397.00	$ 659,609.00	$ -	$ -	$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%	0%	0%	0%	0%	0%
Time Limited Interim Settings (e.g., hotel and motel stays, non-congregate interim housing models, recuperative care) (2)						
Rental Subsidies	$ 305,257.00	$ 314,415.00	$ 323,847.00	$ -	$ -	$ -
Operating Subsidies	$ 1,338,471.00	$ 1,378,625.00	$ 1,419,984.00	$ -	$ -	$ -
Bundled Rental and Operating Subsidies	$ 738,723.00	$ 760,885.00	$ 783,711.00	$ -	$ -	$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%	0%	0%	0%	0%	0%
Other Housing Interventions						
Other Housing Supports: Landlord Outreach and Mitigation Funds (2)	$ 542,679.00	$ 558,960.00	$ 575,729.00	$ -	$ -	$ -
Other Housing Supports: Participant Assistant Funds (2)	$ 542,679.00	$ 558,960.00	$ 575,729.00	$ -	$ -	$ -
Other Housing Supports: Housing Transition Navigation Services and Housing Tenancy Sustaining Services (2)	$ 1,168,505.00	$ 1,203,560.00	$ 1,239,667.00	$ -	$ -	$ -
Other Housing Supports: Outreach and Engagement (2)	$ -	$ -	$ -	$ -	$ -	$ -
Capital Development Projects	$ 1,130,582.00	$ 1,164,500.00	$ 1,199,435.00	$ -	$ -	$ -
Housing Flex Pool Expenditures (start-up expenditures)	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative Housing Intervention Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 8,502,100.00	$ 8,757,166.00	$ 9,019,881.00	$ -	$ -	$ -
Housing Interventions Transfer Information	**Year One**	**Year Two**	**Year Three**			
Transfers out of Housing Intervention component into Local Prudent Reserve (6)	$ -	$ -	$ -			
Housing Interventions Component Administrative Information	**Year One**	**Year Two**	**Year Three**			
Housing Interventions Component Admin Expenses	$ 523,227.00	$ 538,923.00	$ 555,091.00			
Total Housing Interventions Expenditures (auto-populated)	$ 9,025,327.00	$ 9,296,089.00	$ 9,574,972.00			

Housing Interventions Populations to be Served	Year One	Year Two	Year Three
Total Housing Interventions Component Funds Dedicated to Chronically Homeless Population (5)	$ 4,685,729.00	$ 4,826,300.00	$ 4,971,089.00
Total Housing Interventions Component Funds Dedicated to Serving Individuals with a SUD only (5)	$ -	$ -	$ -
Housing Interventions Component Funds Validation (auto-populated based on inputs above)	**Year One**	**Year Two**	**Year Three**
Housing Intervention Component Funds Dedicated to Capital Development/Total Housing Interventions Funding (7) (auto-populated)	12.5%	12.5%	12.5%
Housing Interventions Component Funds Dedicated to Chronically Homeless Population/Total Housing Intervention Component Funding (8) (auto-populated)	51.9%	51.9%	51.9%
Housing Interventions Component Funds Used for Outreach and Engagement (2) (auto-populated)	0.0%	0.0%	0.0%
Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)	61	61	61
Eligible Adults/Older Adults	1345	1437	1437
Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
MHSA "Encumbered" INN	$ -	$ -	$ -

References

1. W&I Code § 5892, subdivision (a)(1)(A)(i) states 30% of BHSA funds distributed to counties shall be used for Housing Interventions.

2. See Policy Manual Section 7.C.9 Allowable Expenditures and Related Requirements for further information regarding allowable Housing Interventions expenditures.

3. Single room occupancy and recovery housing can be interim or permanent. If interim, Housing Interventions is limited to 6 months for those who have exhausted Transitional Rent or 12 months for those not eligible for Transitional Rent. Appendix B of the Policy Manual includes a crosswalk of coverage by select programs.

4. Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) and does not include behavioral health residential treatment settings.
5. Counties must provide Housing Intervention services to eligible children, youth, and adults (defined in W&I Code section 5892) who are chronically homeless, experiencing homelessness, or at risk of homelessness. The provision of BHSA-funded Housing Interventions specifically for individuals with a substance use disorder is optional for counties, per W&I Code section 5891, subdivision (a)(2).
6. W&I Code § 5892, subdivision (b)(2).
7. W&I Code § 5892, subdivision (a)(1)(A)(iii) states no more than 25% of Housing Interventions funds may be used for capital development.
8. W&I Code § 5892, subdivision (a)(1)(A)(ii) states 50% of Housing Interventions funds shall be used for housing interventions for persons who are chronically homeless, with a focus on those in encampments.

Instructions

Counties shall report their projected expenditures of their Full Service Partnership (FSP) funding for their BHSA allocation component, federal financial participation, and all other non-BHSA funding sources in Tab Six.

Rows 24-27: input the total estimated FSP component allocation received for each year. Row 24 will auto-populate from Tab Four in the BHSA Transfers tab.

Input unspent MHSA dollars carried over to this component into row 26. Row 27 will auto-populate the sum of rows 24-26 to account for total funding.

Row 26: input the total dollar amount projected to be added to FSP from the prudent reserve, if applicable. If you reported on Tab 4, row 137 that you will be transferring excess PR funds to FSP please report them here.

Rows 31-40: input the projected expenditures for each FSP service category or program for each year.

Note: DHCS expects other required uses of FSP funding (e.g., mental health services, supportive services, substance use disorder (SUD) treatment services, ongoing engagement services) to be captured within rows 31-36. Any mental health and supportive service or SUD treatment service expenditures not included in these rows should be accounted for in rows 37-38, accordingly.

Row 39: input expenditures for BHSA-funded innovation pilots or projects.

Row 40: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.

Row 41: the subtotal of FSP programs/services will be auto-populated from rows 31-40.

Row 43: input the total dollar amount projected to be transferred out of FSP into the prudent reserve.

Row 45: enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).

Row 46: total projected expenditures for FSP for each year will be auto-populated from rows 41, 43, and 45.

Rows 48 and 49: input the estimated unduplicated count of individuals that will be served across all FSP programs.

Row 51: auto-populates projected estimated amount of MHSA Encumbered INN funds that will be available in the BHSA FSP component for each year.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Six: BHSA Components

	Total Full Service Partnership (FSP) Funding (Year One)	Total Full Service Partnership (FSP) Funding (Year Two)	Total Full Service Partnership (FSP) Funding (Year Three)
Total Estimated Full Service Partnership Funding Received (BHSA Funds)	$ 13,734,197.00	$ 14,146,223.00	$ 14,570,610.00
Transfers into Full Service Partnership component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Full Service Partnership Funding Allocated (MHSA - Unspent Carryover Funds)	$ 4,528,434.00	$ -	$ -
Total Estimated Full Service Partnership Funding (BHSA + MHSA Funds)	$ 18,262,631.00	$ 14,146,223.00	$ 14,570,610.00

Full Service Partnership Category (1)

Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)	Projected Expenditures - Federal Financial Participation (Year Two)	Projected Expenditures - Federal Financial Participation (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)	Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
FSP Programs/Services									
Assertive Community Treatment (ACT)(2)	$ 1,586,094.00	$ 1,633,677.00	$ 1,682,687.00	$ 765,519.00	$ 788,485.00	$ 812,139.00	$ 94,592.00	$ 97,430.00	$ 100,353.00
Forensic Assertive Community Treatment (FACT) Fidelity (2)	$ 1,057,396.00	$ 1,089,118.00	$ 1,121,792.00	$ 510,346.00	$ 525,656.00	$ 541,426.00	$ 63,061.00	$ 64,953.00	$ 66,902.00
FSP Intensive Case Management	$ 10,951,656.00	$ 11,280,205.00	$ 11,618,611.00	$ 5,529,525.00	$ 5,695,410.00	$ 5,866,273.00	$ 288,383.00	$ 297,034.00	$ 305,945.00
High Fidelity Wraparound	$ 53,596.00	$ 55,204.00	$ 56,860.00	$ 834,146.00	$ 859,170.00	$ 884,945.00	$ 80,074.00	$ 82,476.00	$ 84,951.00
Individual Placement and Support (IPS) Model of Supported Employment (2)	$ 6,555.00	$ 6,752.00	$ 6,954.00	$ 62,270.00	$ 64,138.00	$ 66,062.00	$ 62,270.00	$ 64,138.00	$ 66,062.00
Assertive Field-Based Initiation for SUD Treatment Services	$ 44,181.00	$ 45,506.00	$ 46,872.00	$ 155,819.00	$ 160,494.00	$ 165,308.00	$ 683,620.00	$ 704,129.00	$ 725,252.00
Other mental health or supportive services not already captured above (e.g., outreach, other recovery-oriented services, peers, etc.): Please define	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Other substance use disorder treatment services not already captured above (primary SUD FSP programs, innovation, etc.): Please define	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative FSP Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 13,699,478.00	$ 14,110,462.00	$ 14,533,776.00	$ 7,857,625.00	$ 8,093,353.00	$ 8,336,153.00	$ 1,272,000.00	$ 1,310,160.00	$ 1,349,465.00

FSP Transfer Information	**Year One**	**Year Two**	**Year Three**
Transfers out of FSP component into Local Prudent Reserve	$ -	$ -	$ -

FSP Administrative Information	**Year One**	**Year Two**	**Year Three**
FSP Component Admin Expenses	$ 796,215.00	$ 820,132.00	$ 844,705.00
Total Full Service Partnership Expenditures (auto-populated)	$ 14,495,693.00	$ 14,930,594.00	$ 15,378,481.00

Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)	539	539	539
Eligible Adults/Older Adults	709	709	709

Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
MHSA "Encumbered" INN	$ -	$ -	$ -

References
1. W&I Code § 5892, subdivision (a)(2)(A) states 35% of BHS funds distributed to counties shall be used for Full Service Partnership Programs.
2. May be bundled or un-bundled depending on county BH-CONNECT opt-in.

Instructions

Counties shall report their projected expenditures of their Behavioral Health Services and Supports funding for their BHSA allocation component, federal financial participation, and all other non-BHSA funding sources in Tab Seven.
Row 26-29: input the total estimated BHSS component allocation received for each year. Row 26 will auto-populate from Tab Four in the BHSA Transfers tab.
Row 27: input the total dollar amount projected to the BHSS funding component from the prudent reserve (if applicable). If you reported on Tab 4, row 138 that you will be transferring excess PR funds to BHSS please report them here.
Input unspent MHSA dollars carried over to this component into row 28. Row 29 will auto-populate the sum of rows 26-28.
Rows 33-46: input the projected expenditures for each BHSS service category or program for each year. Rows 35, 39, and 42 auto-populate from their sub rows.
Row 45: input expenditures for BHSA-funded innovation pilots or projects.
Row 46: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.
Row 47: the subtotal for projected expenditures will be auto-populated from rows 33 - 35, 38, 39, 42, 45, and 46.
Row 49: input the total dollar amount projected to be transferred out of the BHSS funding component into the prudent reserve.
Row 51: enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).
Row 52: the total for projected BHSS expenditures will be auto-populated from rows 47, 49, and 51.
Row 54: input the total dollar amount of Youth-Focused (25 years and younger) Early Intervention Expenditures.
Row 56: the proportion of EI funds will auto-populate from rows 29 and 35. Note: MHSA WET, INN, and CF/TN funds in Rows 65-67 will be deducted from the revenue (excluded from the denominator).
Row 57: the proportion of Youth-Focused (25 years and younger) EI funds will auto-populate from rows 35 and 54.
Rows 59-60: input the estimated unduplicated count of individuals that will be served across all BHSA-funded programs.
Rows 62-63: input the estimated amount of BHSS funds that will be transferred to WET and CF/TN for each year.
Rows 65-67: auto-populates projected estimated amount of MHSA WET, CF/TN, and Encumbered INN funds that will be available in the BHSA BHSS component for each year.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Seven: BHSA Components

	Total Behavioral Health Services and Supports (BHSS) Funding (Year One)	Total Behavioral Health Services and Supports (BHSS) Funding (Year Two)	Total Behavioral Health Services and Supports (BHSS) Funding (Year Three)
Total Estimated Behavioral Health Services and Support Funding Received (BHSA Funds)	$ 16,481,036.00	$ 16,975,467.00	$ 17,484,732.00
Transfers into Behavioral Health Services and Support component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Behavioral Health Services and Support Funding Allocated (MHSA - Unspent Carryover Funds)	$ 9,654,818.00	$ 840,956.00	$ 815,775.00
Total Estimated Behavioral Health Services and Support Funding (BHSA + MHSA Funds)	$ 26,135,854.00	$ 17,816,423.00	$ 18,300,507.00

Behavioral Health Services and Supports Category (1)

Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)	Projected Expenditures - Federal Financial Participation (Year Two)	Projected Expenditures - Federal Financial Participation (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)	Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
BHSS Programs/Services									
Children's System of Care-Non FSP (25 years and younger)	$ 212,989.00	$ 219,379.00	$ 225,960.00	$ 333,909.00	$ 343,926.00	$ 354,244.00	$ 5,234.00	$ 5,391.00	$ 5,553.00
Adult and Older Adult System of Care, Excluding Populations Identified in 5892(a)(1) and 5892(a)(2)-Non FSP	$ 3,735,496.00	$ 3,847,561.00	$ 3,962,988.00	$ 11,598,849.00	$ 11,946,815.00	$ 12,305,219.00	$ 785,124.00	$ 808,678.00	$ 832,938.00
Early Intervention Expenditures	$ 9,183,835.00	$ 9,459,350.00	$ 9,743,130.00	$ 5,291,534.00	$ 5,450,280.00	$ 5,613,789.00	$ 1,186,064.00	$ 1,221,645.00	$ 1,258,295.00
Coordinated Specialty Care for First Episode Psychosis	$ 423,115.00	$ 435,808.00	$ 448,883.00	$ -	$ -	$ -	$ 424,430.00	$ 436,133.00	$ 449,217.00
All Other EI Expenditures	$ 9,183,835.00	$ 9,459,350.00	$ 9,743,130.00	$ 5,291,534.00	$ 5,450,280.00	$ 5,613,789.00	$ 1,186,064.00	$ 1,221,645.00	$ 1,258,295.00
Outreach and Engagement	$ 1,239.00	$ 1,277.00	$ 1,315.00	$ 157,320.00	$ 162,039.00	$ 166,900.00	$ 55,290.00	$ 56,948.00	$ 58,657.00
Workforce Education and Training (WET)	$ 519,118.00	$ 534,692.00	$ 550,732.00	$ -	$ -	$ -	$ -	$ -	$ -

Dedicated BHSA WET funds		$ 503,331.00	$ 550,732.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated MHSA WET funds	$ 519,118.00	$ 31,361.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Facilities and Technological Needs (CFTN)	$ 200,000.00	$ 206,000.00	$ 212,180.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated BHSA CF/TN funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated MHSA CF/TN funds	$ 200,000.00	$ 206,000.00	$ 212,180.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative BHSS Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ 2,578,082.00	$ 603,590.00	$ 603,590.00	$ 8,001.00	$ 8,241.00	$ 8,489.00	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 16,430,759.00	$ 14,871,849.00	$ 15,299,895.00	$ 17,389,613.00	$ 17,911,301.00	$ 18,448,641.00	$ 2,031,712.00	$ 2,092,662.00	$ 2,155,443.00	

BHSS Prudent Reserve Transfer Information	**Year One**	**Year Two**	**Year Three**
Transfers out of BHSS component into Local Prudent Reserve	$ -	$ -	$ -

BHSS Administrative Information	**Year One**	**Year Two**	**Year Three**
BHSS Component Admin Expenses	$ 955,458.00	$ 984,122.00	$ 1,013,646.00
Total Behavioral Health Services and Supports Expenditures (auto-populated)	$ 17,386,217.00	$ 15,855,971.00	$ 16,313,541.00

Youth-Focused Early Intervention Expenditures	**Year One**	**Year Two**	**Year Three**
Total Youth-Focused (25 years and younger) Early Intervention Expenditures	$ 7,012,263.00	$ 7,222,631.00	$ 7,439,310.00

Behavioral Health Services and Supports Validation (auto-populated based on inputs above)	**Year One**	**Year Two**	**Year Three**
BHSS Funds Early Intervention Expenditures/Total BHSS Funding (2)	57.2%	85.7%	78.8%
Youth-Focused (25 years and younger) Early Intervention Expenditures/Total Allocated Early Intervention Funds (3)	76.4%	76.4%	76.4%

Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)	8528	8528	8528
Eligible Adults/Older Adults	22506	22506	22506

Projected BHSS Funds transferred to WET or CF/TN	**Year One**	**Year Two**	**Year Three**
BHSS transfer to WET	$ -	$ 503,330.00	$ 550,732.00
BHSS transfer to CF/TN	$ -	$ -	$ -

Projected MHSA-Origin WET, CF/TN and Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
Estimated MHSA WET Funds	$ 550,479.00	$ 31,361.00	$ -
Estimated MHSA CF/TN Funds	$ 5,736,267.00	$ 5,536,267.00	$ 5,330,267.00
MHSA "Encumbered" INN	$ 3,785,262.00	$ 1,207,180.00	$ 603,590.00

References

1. W&I Code § 5892, subdivision (a)(3)(A) states 35% of BHS funds distributed to counties shall be used for Behavioral Health Services and Supports (BHSS).

2. W&I Code § 5892, subdivision (a)(3)(B)(i) states counties shall utilize at least 51% of BHSS funding for early intervention programs.
3. W&I Code § 5892, subdivision (a)(3)(B)(ii) states that at least 51% of funds allocated for early intervention programs must serve individuals 25 years of age and younger.
4. BHSA Policy Manual Ch. 6 § B.7.3 states that MHSA WET or CFTN funds transferred into BHSA BHSS will remain WET or CFTN funds and will not be subject to the suballocation requirements. Counties may set aside BHSS funds for WET and CFTN; the reversion period for these specific funds is ten years. All transfers into WET and CFTN are irrevocable and cannot be transferred out of WET and CFTN. Counties may continue to keep separate fund accounts to track their WET and CFTN funds.
5. BHSA Policy Manual Ch. 6 § B.8.2.2 states that the share of indirect costs attributed to BHSA funding should be in proportion to the extent the BHSA program benefits from the support activity. Proportional administrative and indirect costs will be verified through the Behavioral Health Outcomes Accountability and Transparency Report (BHOATR). Counties should ensure that their cost-allocation methodology complies with 2 CFR 200 and appropriately distributes costs in proportion.

Instructions

Counties shall report their projected spending for Behavioral Health Services Act (BHSA) plan administration in Tab Eight.

Row 27: the total dollar-amount of BHSA component allocations dedicated to improvement and monitoring activities, including plan operations, quality and outcomes, data reporting pursuant to W&I Code § 5963.04, and monitoring of subcontractor compliance for all county behavioral health programs, including, but not limited to, programs administered by a Medi-Cal behavioral health delivery system, as defined in subdivision (i) of Section 14184.101, and programs funded by the Projects for Assistance in Transition from Homelessness grant, the Community Mental Health Services Block Grant, and other Substance Abuse and Mental Health Services Administration grants by year. Under W&I Code § 5892 (e)(2)(B), the total amount shall equal 2% or less of total projected annual revenues of the local behavioral health services fund for counties with a population over 200,000 or 4% of the total projected annual revenues of the local behavioral health services fund for counties with a population of less than 200,000. Any costs that exceed that amount will be included in the governor's budget. Administrative costs for improving and monitoring will only be reported on this tab, not the BHSA component tabs.

Row 28: input amounts of BHSA component allocations dedicated to county Integrated Plan annual planning costs, including stakeholder engagement in planning and local Behavioral Health Board activities by year. Under W&I Code § 5892 (e)(1)(B), this amount shall be 5% or less of total projected annual revenues of the local behavioral health services fund. Any costs that exceed that amount will be included in the governor's budget. Planning costs will only be reported on this tab, not the BHSA component tabs.

Row 29: input total dollar amount of new and ongoing county and behavioral health agency administrative costs to implement W&I Code § 5963-5963.06 and § 14197.71.

Row 30: select your county population size. This will ensure the formatting in the Admin Spending Overages section presents accurately.

Row 32: total projected annual revenues of the Local Behavioral Health Services Fund.

Row 33: the proportion of funding used for improvement and monitoring will be auto-populated from rows 32 and 27.

Row 34: the proportion of funding used for planning expenditures will be auto-populated from rows 28 and 32.

Row 36-38: based upon the county population size selected in row 31, this calculator will auto-populate any Improvement and Monitoring expenditures that exceed (2%/4%) of the total projected annual revenues of the Local Behavioral Health Services Fund and any County Integrated Plan Annual Planning expenditures that exceed 5% of the total projected annual revenues of the Local Behavioral Health Services Fund.

Table Eight: BHSA Plan Administration			
INTEGRATED PLAN ADMINISTRATION AND MONITORING	**Year One**	**Year Two**	**Year Three**
Total Projected Improvement and Monitoring Expenditures	$ 1,068,476.00	$ 825,174.00	$ 848,921.00
Total Projected County Integrated Plan Annual Planning Expenditures	$ 111,922.00	$ 115,279.00	$ 118,737.00
New and Ongoing Administrative Costs	$ 1,094,503.00	$ 275,356.00	$ 1,008.00
Select County Population Size:	More than 200k		
Administrative Information Validation			
Total Projected Annual Revenues of Local Behavioral Health Services Fund	$ 53,423,814.00	$ 41,258,735.00	$ 42,446,089.00
Improvement and Monitoring Expenditures/Total Annual Revenues of Local Behavioral Health Services Fund (auto-populated)	2.0%	2.0%	2.0%
Total Projected Planning Expenditures/Total Projected Annual Revenues for Local Behavioral Health Services Fund (auto-populated)	0.2%	0.3%	0.3%
Admin Spending Overages (in Dollars)			
Improvement & Monitoring	$ -	$ -	$ -
Planning	$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ -**
References			

1. W&I Code § 5963, subdivision (c) states that any costs incurred for BHSA implementation exceeding the required maximums set forth in W&I Code § 5892, subdivision (e)(1)(B) and W&I Code § 5892, subdivision (e)(2)(B) will be included in the Governors 2024-2025 May Revision.

Instructions

Counties shall report their estimated local prudent reserve maximums for each allocation component in Tab Nine.

Rows 18-19: dollar amounts will be auto-populated from Tab 4 rows 133-134.

Row 20: total excess prudent reserve dollars will be auto-populated from rows 18-19.

Rows 21-23: total dollar amounts will be auto-populated from Tab 4, rows 136-138.

Row 24: total excess prudent reserve funds allocated to BHSA components will be auto-populated from rows 21-23.

Row 25: auto-validates from rows 20 and 24 to check if the county has "No Excess" or if county must "Reduce Excess" prudent reserve.

Row 26: the total amount of planned contributions into the prudent reserve from all BHSA components allocations across all plan years will be auto-populated from Tab 5 row 67, Tab 6 row 43, and Tab 7 row 49.

Row 27: the total amount of planned distributions from the prudent reserve into the BHSA component allocations across all plan years will be auto-populated from Tab 5 row 40, Tab 6 row 25, and Tab 7 row 27.

Table Nine: Estimated Local Prudent Reserve Balance		
Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year	$	4,795,236.00
Local Prudent Reserve Maximum (1)	$	7,146,285.00
Excess Prudent Reserve Funds (auto-populated)	$	(2,351,049.00)
Total prudent reserve funds above prudent reserve maximum allocated to Housing Interventions	$	-
Total prudent reserve funds above maximum allocated to Full Service Partnerships	$	-
Total prudent reserve funds above maximum allocated to Behavioral Health Services and Supports	$	-

Total Excess Prudent Reserve Funds allocated to BHSA Component Allocations (auto-populated)	$ -
Auto-validation: allocation of all excess Prudent Reserve Funds	NO EXCESS
Total Contributions Into the Local Prudent Reserve (auto-populated)	$ -
Total Distributions From the Local Prudent Reserve (auto-populated)	$ -

References
1. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).

Instructions

Counties will complete Tabs One through Nine prior to completing Tab Ten. Data on other tabs will auto-populate to Tab Ten.

Rows 25, 28, and 31: the new base percentage for each component will be auto-populated from Tab 4, rows 43, 49, and 53.

Rows 26, 29, and 32: the dollar amount allocated to each component for each year of the Integrated Plan will be auto-populated from Tab 5, row 39; Tab 6, row 24; and Tab 7, row 26, respectively.

Row 35: the total amount of BHSA funding for each component auto-populated from Tab 5, row 39; Tab 6, row 24; and Tab 7, row 26.

Rows 36, 44, and 52: the total amount of funding transferred from the prudent reserve into each BHSA component allocation for each plan year will be auto-populated from Tab 5, row 40; Tab 6, row 25; and Tab 7, row 27.

Row 37: the total amount of unspent MHSA-carryover funds from prior fiscal years, will be auto-populated from Tab 5, row 41; Tab 6, row 26; and Tab 7, row 28.

Rows 38, 46, and 54: estimated total available funding will be auto-populated from rows 35-37, 43-45 and 51-53.

Rows 39, 47, and 55: the total amount of funding transferred from each BHSA component into the prudent reserve for each plan year will be auto-populated from Tab 5, row 67; Tab 6, row 43; and Tab 7, row 49.

Rows 40, 48, and 56: estimated expenditures for each component will be auto-populated from Tab 5, row 70; Tab 6, row 46; and Tab 7, row 52.

Rows 45 and 53: auto-populated by adding the existing year's carryover MHSA funds to any remaining funds (from all sources) not spent from the previous year.

Rows 59-61: the total amount of annual BHSA plan administration expenses from Tab 8, rows 27-29.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Ten: BHSA Funding Summary (auto-populated)				
	Housing Interventions	Full-Service Partnerships	Behavioral Health Services and Supports	Total
Year One				
Allocation Percentage, with Transfers	23%	35%	42%	100%
Component Allocations	$ 9,025,329.00	$ 13,734,197.00	$ 16,481,036.00	$ 39,240,562.00
Year Two				
Allocation Percentage, with Transfers	23%	35%	42%	100%
Component Allocations	$ 9,296,089.00	$ 14,146,223.00	$ 16,975,467.00	$ 40,417,779.00
Year Three				
Allocation Percentage, with Transfers	23%	35%	42%	100%
Component Allocations	$ 9,574,972.00	$ 14,570,610.00	$ 17,484,732.00	$ 41,630,314.00

BHSA Funding Summary (Year One)				
	Housing Interventions (Year One)	Full Service Partnerships (Year One)	Behavioral Health Services and Supports (Year One)	Year One Totals

Estimated Year One Component Allocations *(BHSA Funding Only)*	$ 9,025,329.00	$ 13,734,197.00	$ 16,481,036.00	$ 39,240,562.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds) *(Unspent Carryover MHSA Funds)*	$ -	$ 4,528,434.00	$ 9,654,818.00	$ 14,183,252.00
Estimated Total Available Funding for Year One	$ 9,025,329.00	$ 18,262,631.00	$ 26,135,854.00	$ 53,423,814.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -
Estimated Total Year One Expenditures	$ 9,025,327.00	$ 14,495,693.00	$ 17,386,217.00	$ 40,907,237.00

BHSA Funding Summary (Year Two)

	Housing Interventions (Year Two)	Full Service Partnerships (Year Two)	Behavioral Health Services and Supports (Year Two)	Year Two Totals
Estimated New Year Two Component Allocations *(BHSA Funding Only)*	$ 9,296,089.00	$ 14,146,223.00	$ 16,975,467.00	$ 40,417,779.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	$ 2.00	$ 3,766,938.00	$ 9,590,593.00	$ 13,357,533.00
Estimated Total Available Funding for Year Two	$ 9,296,091.00	$ 17,913,161.00	$ 26,566,060.00	$ 53,775,312.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -
Estimated Total Year Two Expenditures	$ 9,296,089.00	$ 14,930,594.00	$ 15,855,971.00	$ 40,082,654.00

BHSA Funding Summary (Year Three)

	Housing Interventions (Year Three)	Full Service Partnerships (Year Three)	Behavioral Health Services and Supports (Year Three)	Year Three Totals
Estimated New Year Three Component Allocations *(BHSA Funding Only)*	$ 9,574,972.00	$ 14,570,610.00	$ 17,484,732.00	$ 41,630,314.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	$ 2.00	$ 2,982,567.00	$ 11,525,864.00	$ 14,508,433.00
Estimated Total Available Funding for Year Three	$ 9,574,974.00	$ 17,553,177.00	$ 29,010,596.00	$ 56,138,747.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -

Estimated Total Year Three Expenditures	$ 9,574,972.00	$ 15,378,481.00	$ 16,313,541.00	$ 41,266,994.00

BHSA Plan Admin Expenses				
Plan Admin Category	**Year One**	**Year Two**	**Year Three**	**Total**
Total Projected Improvement and Monitoring Expenditures	$ 1,068,476.00	$ 825,174.00	$ 848,921.00	$ 2,742,571.00
Total Projected County Integrated Plan Annual Planning Expenditures	$ 111,922.00	$ 115,279.00	$ 118,737.00	$ 345,938.00
Total Projected New and Ongoing Administrative Expenditures	$ 1,094,503.00	$ 275,356.00	$ 1,008.00	$ 1,370,867.00

Budget Template Updates			
Version	**Revision Date**	**Description of Changes**	**Effective Date of Change**
2.0	10/25/2025	Tab 10 (BHSA Summary): Formula updated to avoid double counting of MHSA unspent carryover funds.	10/25/2025
2.0	10/25/2025	Tab 7 (BHSS): EI Threshold calculation should exclude MHSA transferred WET and CFTN funds as they are exempt from suballocation requirements, formula revised to remove WET and CFTN. Added a BHSS transfer to WET/CFTN for reversion tracking.	10/25/2025
2.0	10/25/2025	Tab 8 (BHSA Plan Admin): Updated instructions to clarify DHCS will not pre-populate data for "Total Projected Annual Revenues of BHSF". Counties must enter in the data.	10/25/2025
2.0	10/25/2025	Tab 5, 6, 7 (BHSA Conponents): Added unspent MHSA funds row for year 1, 2 and 3.	10/25/2025
2.0	10/25/2025	Tab 7 (BHSS): Added separate rows for unspent MHSA WET/CFTN expenditures.	10/25/2025
2.0	10/25/2025	Tabs 1-10: Fixed formula and instruction errors	10/25/2025
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added Year 2 and Year 3 for exemption requests	2/18/2026
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added validation check for funding transfers	2/18/2026
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added two new rows for unspent MHSA “Encumbered” INN Funds and unspent MHSA “Unencumbered” INN Funds.	2/18/2026
3.0	2/18/2026	Tab 5, 6 and 7 (BHSA Components): Moved transfers from prudent reserve into the BHSA component funding section to be included with total revenue	2/18/2026
3.0	2/18/2026	Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure	2/18/2026
3.0	2/18/2026	Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure	2/18/2026

3.0	2/18/2026	Tab 5, 6 and 7 (BHSA Components): Added a row for projected MHSA "Encumbered" INN Project expenditures.	2/18/2026
3.0	2/18/2026	Tab 5 (Housing Interventions): Removed projected encumbered MHSA INN fund expenditures from the 50% HI funds dedicated to chronically homeless suballocation requirement calculation.	2/18/2026
3.0	2/18/2026	Tab 7 (BHSS): Removed projected encumbered MHSA INN fund expenditures from the 51% BHSS funds dedicated to Early Intervention suballocation requirement calculation	2/18/2026
3.0	2/18/2026	Tab 8 (BHSA Plan Admin): Updated to include a validation check for "Improvement and Monitoring" (2% or 4%) and "Planning" (5%)	2/18/2026
3.0	2/18/2026	Tab 9 (Prudent Reserve Assessment): Updated PR validation checks to "No Excess" or "Reduce Excess"	2/18/2026
3.0	2/18/2026	Tab 10 (BHSA Summary): Included component percentage breakdowns for all three years	2/18/2026
3.0	2/18/2026	Tab 10 (BHSA Summary): Include total administrative and planning expenditures from tab 8	2/18/2026

Docusign Envelope ID: 995F035D-5215-8A65-82E2-85290F38D85D

COUNTY OF MONTEREY
HEALTH DEPARTMENT

BEHAVIORAL HEALTH COMMISSION
1270 Natividad Road, Salinas, CA 93906
(831) 755-4509

June 1, 2026

Supervisor Wendy Root Askew
Chairperson, Monterey County Board of Supervisors
168 W. Alisal St., 1st Floor
Salinas, CA 93901

SUBJECT: DRAFT BEHAVIORAL HEALTH SERVICES ACT (BHSA) INTEGRATED PLAN AND NOTIFICATION TO THE BOARD OF SUPERVISORS

Dear Chair Supervisor Wendy Root Askew,

On behalf of the Monterey County Behavioral Health Commission ("Commission"), I am pleased to confirm the Commission held a public hearing on the draft Behavioral Health Services Act (BHSA) Integrated Plan (the "Plan") on Thursday, May 28, 2026. The Commission recommends that the public comment be used to amend the Plan to be responsive to the public.

Please do not hesitate to contact us if any additional information is needed in advance of the Board of Supervisors meeting.

Sincerely,

Signed by:
Derrick Elder
1FBEAFCEE4B540E...

Derrick Elder
Chairperson, Monterey County Behavioral Health Commission
County of Monterey

DHCS | County Portal

Board of Supervisors Certification

Certification

1. County of Monterey Board of Supervisors certifies the following:

   ☐ County of Monterey Board of Supervisors has reviewed and approved this Integrated Plan for the period of FY2026-29

   ☐ County will meet its realignment obligations pursuant to W&I Code section 14197, including but not limited to time or distance standards and appointment time standards set forth in W&I Code section 14197 or other applicable guidance, without utilizing waitlists

2. Does the county wish to disclose any implementation challenges or concerns with these requirements?

   ○ Yes

   ◉ No

a. If answered yes above, please describe any implementation challenges or concerns with their realignment obligations (optional)

N/A

Signature

3. Printed name

4. Title

5. Date

6. Signature

Monterey County Behavioral Health

Behavioral Health Transformation
Three-Year Integrated Plan
FY 2026-27 through 2028-29

June 16, 2026
26-552
Item 13

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

COUNTY OF MONTEREY HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Today's Recommended Action

- Adopt and Approve the BHSA Three-Year Integrated Plan
- Authorize Board Certification, attesting that the Board reviewed and approved the Plan
- Authorize Staff to submit the approved Integrated Plan to DHCS, and to execute all necessary documentation
- Authorize BH Director to approve non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS

MONTEREY COUNTY
BEHAVIORAL HEALTH
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DHCS submission deadline: June 30, 2026

Behavioral Health Services Act (BHSA)

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Proposition 1

In March 2024, California voters passed Proposition 1, a two-bill package, to modernize the state's behavioral health care system.

SB326 – The Behavioral Health Services Act

- Reforms behavioral health care funding to provide services to Californians with the most significant behavioral health needs
- Expands the behavioral health workforce to reflect and connect with California's diverse Population
- Focuses on outcomes, accountability, and equity
- **Redirects service, eligibility, and funding requirements across the system**

AB531 – Behavioral Health Bond

- Funds behavioral health treatment beds, supportive housing, and community sites
- Directs funding for housing to veterans with behavioral health needs

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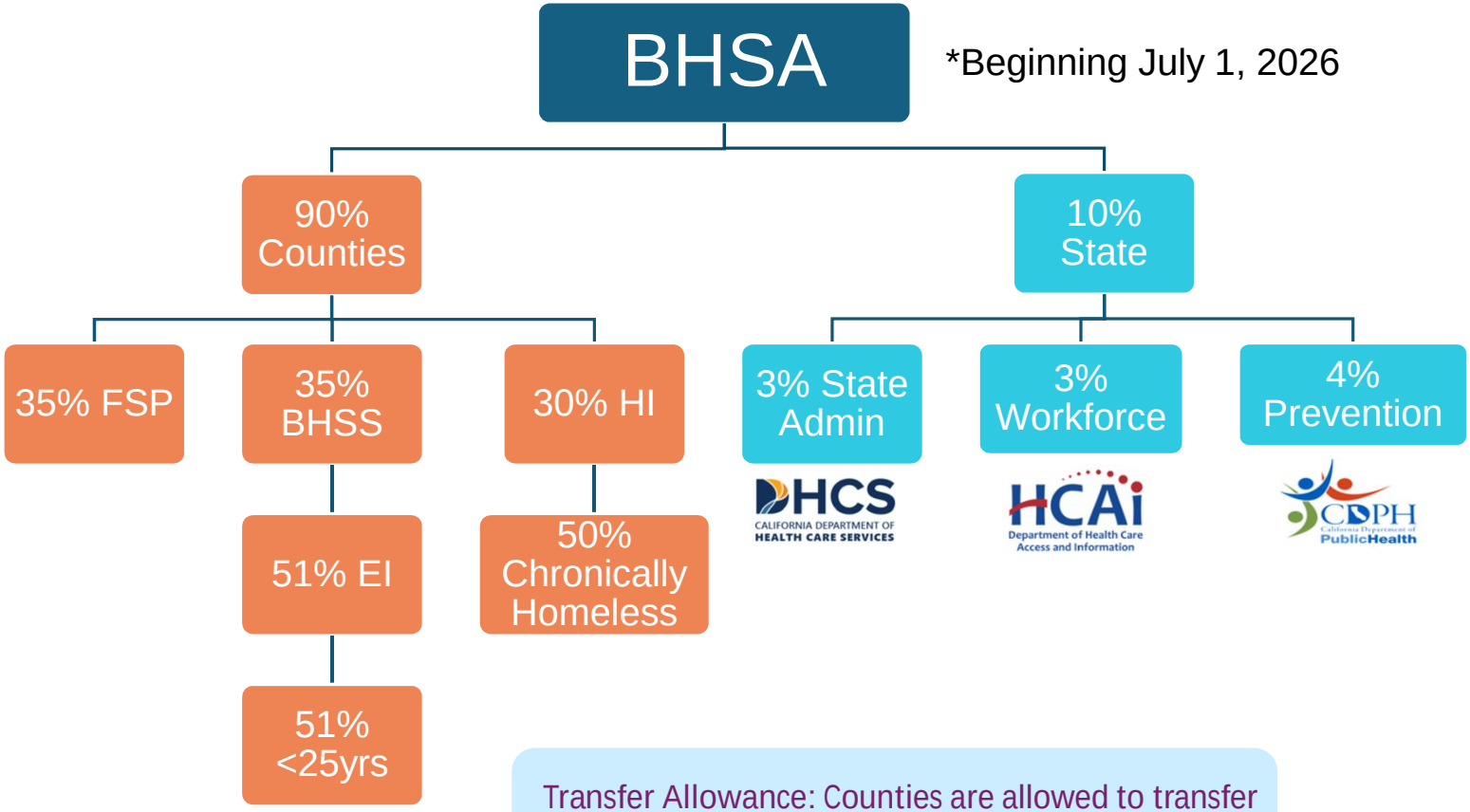
**Proposition 1 passed by a narrow margin of 26,223 votes (0.4%) statewide*

BHSA Funding Framework



Transfer Allowance: Counties are allowed to transfer 7% of any component to another component.

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BHSA Funding Components

- Full Service Partnership (FSP) services provide intensive, team-based support to help people with serious mental health or substance use needs achieve their goals for recovery and independent living through flexible, 24/7 care that addresses both clinical and practical needs.

FSP

- Behavioral Health Services and Supports (BHSS) provide ongoing, recovery-oriented care to help people with behavioral health needs maintain wellness and stability through coordinated outpatient, community, and peer-based services that prevent crises and support recovery.

BHS
S

- Housing Interventions (HI) provide housing-focused services and supports to help people with behavioral health needs achieve stability and independence through rental assistance, tenancy support, and other resources that promote long-term housing success.

HI

BHSA Three-Year Integrated Plan (IP)

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BHSA Three-Year Integrated Plan: Overview

Established through **Proposition 1** and **Senate Bill 326**, the Behavioral Health Services Act (BHSA) replaces the MHSA framework and requires every California county to develop and submit a **Three-Year Integrated Plan** using standardized templates established by DHCS for FYs 2026/27 through 2028/29.

What is the Integrated Plan?

The BHSA Integrated Plan is a systemwide planning and accountability framework that demonstrates how counties align behavioral health services, funding strategies, statewide goals, and local priorities across the continuum of care.

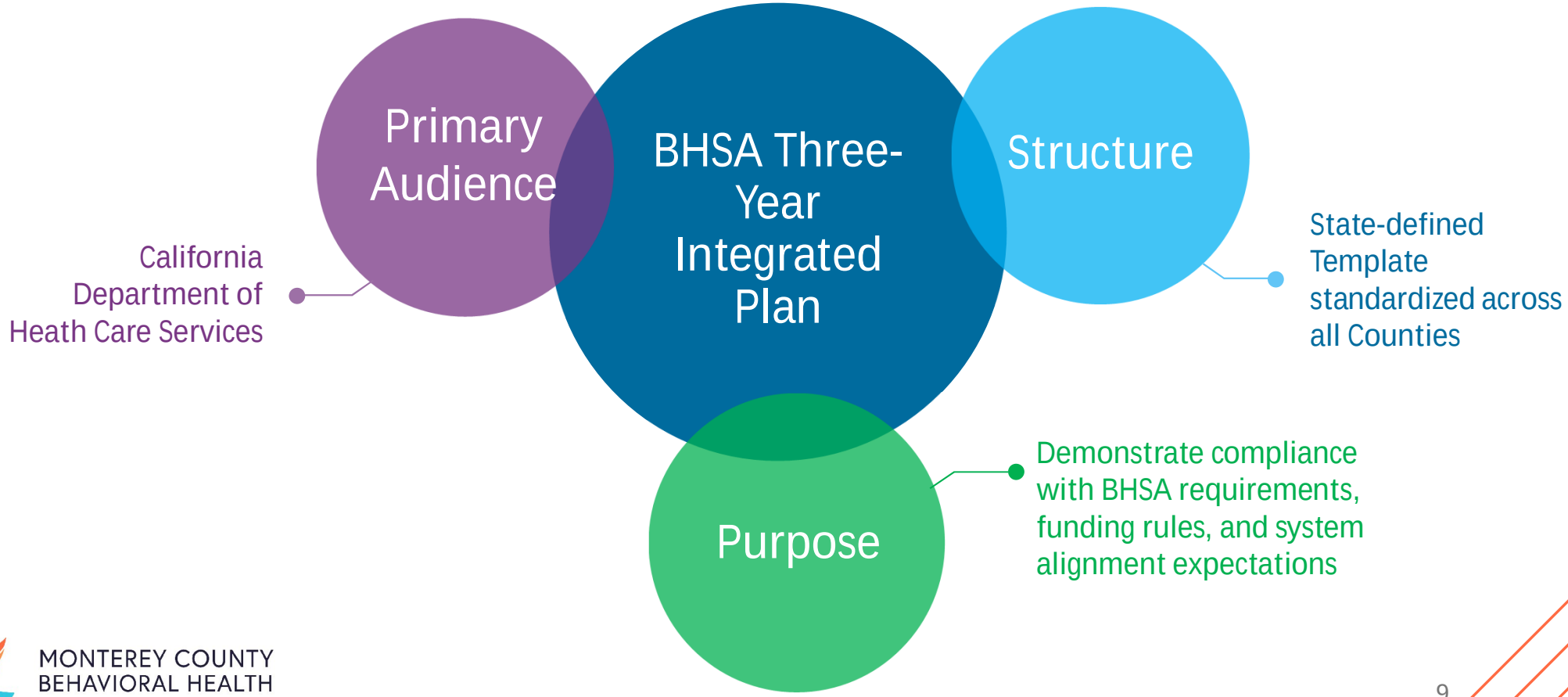
It is NOT a comprehensive inventory of all behavioral health programs and services. Rather, it documents county alignment with new service delivery, eligibility, and funding requirements under the BHSA.

The Plan was developed using required DHCS Integrated Plan and Budget Templates, consistent with statewide BHSA planning and reporting requirements, and informed by County of Monterey's Community Planning Process.

Key areas of BHSA transformation include:

- **Funding structure and service categories**
- **Housing interventions and accountability**
- **Integrated behavioral health planning across mental health and substance use disorder systems**
- **Statewide consistency, transparency, and outcomes**

BHSA Integrated Plan



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BHSA Three-Year Integrated Plan: Overview

County of Monterey Priorities

01 Specialized behavioral health treatment and supports for individuals with severe needs

02 Reducing homelessness among individuals with severe behavioral health conditions

03 Addressing disparities in access, engagement, and behavioral health outcomes

04 Strengthening coordination and continuity across systems of care

05 Maintaining core behavioral health services to ensure continuity of care through a significant system transformation

Acknowledgment: MCBH extends sincere appreciation to all community members, partners, stakeholders, providers, advocates, and individuals with lived experience who contributed to this Integrated Plan.

BHSA Integrated Plan Approach

This Plan reflects policy and system-level decisions made within State requirements. It is not a fully specified implementation plan.

- Used BHSA-aligned Language
- Narrated Alignment to Requirements
- Stability-Focused During System Transition
- Iterative Development Under Evolving Guidance
- Informed by Stakeholder Engagement

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Integrated Plan Submission Timeline

March 30
Submitted draft IP to DHCS

April 3
Opened Public Comment Period

April 28-30
Public hearings on the IP

May 1-9
Received and responded to DHCS feedback

May 18
Closed Public Comment Period

Organization and analysis of public comments received

Presentations on the Integrated Plan

May 28
BH Commission Public hearing summary of public comments & received recommendations

June 1-8
Final revisions of the IP

June 16
BOS receives IP presentation for approval

June 30
Deadline to Submit Final IP to DHCS

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IP Public Comment Process

Public Comment Process Requirements & MCBH Approach

State Requirements: Activities Prior to Submission	MCBH Approach
Draft Integrated Plan • Circulate draft IP for 30-day public comment period • Conduct a public hearing by the local Behavioral Health Commission (BHC) • BHC reviews IP and/or makes recommendations for revisions • Revise draft IP per DHCS request (Ch. 3, Sec. E.3 & E.4)	**MCBH Exceeded the State Standard** • Provided 45 days of public comment (15 days beyond the required 30) • Multilingual outreach (English & Spanish) across email, social media, radio, flyers, and community events/meetings • BH Commission public hearing: May 28, 2026 • Board of Supervisors approval: June 16, 2026

Public Comment Process Requirements & MCBH Approach

OPEN: April 3, 2026

45 Days Public Comment Period

CLOSE: May 18, 2026

Public Comment Results

142

Comments Received

Total comments submitted

136

Individuals Responded

Unique community members who submitted

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Public Comment Opportunities

? Presentations

Apr 15 - County of Monterey News Briefing

Apr 16 - Cultural Committee Presentation (Spanish-language)

Apr 28 - Board of Supervisors

Apr 30 - Behavioral Health Commission (Public Hearing)

May 11 - King City Community Presentation at Sun Street Center (Spanish language)

May 12 - Multi-Disciplinary-Team: Aging & Adult Protective Services host County, State, and City agencies involved in Adult Protective Services.

May 13 - **1)** Follow-up County of Monterey News Briefing – Public Comment Period will close May 18. **2)** Wednesday with Wendy: Supervisor Wendy Root-Askew (Community Zoom)

May 28 - Behavioral Health Commission (Public Hearing)

Jun 16 - Board of Supervisors (Final Approval)

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NOTE: Presentation were conducted in English with Spanish interpretation available unless otherwise noted.

Other Public Comment Opportunities

? Other Engagement Activities

Email & Mailchimp Outreach via County listserves • 18
Apr 3 – May 15 | 4 mass mailout rounds

? Website Updates (English & Spanish) • 6
Apr 3 – Apr 29 | BHSA, MCBH, County, Health Dept sites

Social Media Posts • 5
Apr 6 – May 7 | Facebook & Instagram

? Flyer & Cover Letter Distribution • 4
Apr 26 – Apr 30 | Dia del Nino, Alisal HS, community events

? Radio Bilingue Outreach
Apr 7

? MCBH Alisal Integrated Health Center Produce Distribution Event • 1
Apr 13 | ~50 flyers distributed

? Newsletter & Public Posting • 2
Apr 10 (bulletin boards) | May 15 (employee newsletter)

44 Total Comment Opportunities

10 Presentations
+
37 Engagement Activities

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Summary and Reporting of Public Comments Received

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Public Comment Summarization Process

- Comments were organized by required BHSA stakeholder groups
- Summaries focused on substantive recommended revisions to the Integrated Plan
- Similar recommendations within a stakeholder group were consolidated into shared themes
- Summaries were written to reflect stakeholder perspectives without adopting or validating all factual claims made in comments
- Program names and specific recommendations were included when central to the stakeholder's requested revision

Public Comment Themes

- Housing Stability as Core Behavioral Health Infrastructure
- Preservation of Prevention, Early Intervention, Peer, Family, and Community-Based Supports
- Cross-System Coordination, Data Sharing, and Implementation Accountability
- Equity, Cultural Responsiveness, and Language Access
- Access, Continuity of Care, and Crisis-to-Recovery Pathways for High-Need Populations

Housing Stability as Core Behavioral Health Infrastructure

Substantive Comments:

- Housing stability as a behavioral health strategy
- More specific housing implementation planning
- Stronger Housing Interventions investments
- Permanent Supportive Housing (PSH) and recovery-oriented housing
- Behavioral health services embedded within housing settings
- Alignment with coordinated housing and homelessness systems

Preservation of Prevention, Early Intervention, Peer, Family, and Community-Based Supports

Substantive Comments:

- Preserve prevention and early intervention services
- Protect peer, family support, outreach, and navigation services
- Sustain culturally responsive community-based supports
- Concerns regarding narrower eligibility and funding shifts
- Reduce reliance on crisis systems, hospitalization, and emergency departments
- Protect youth and family-serving programs

Cross-System Coordination, Data Sharing, and Implementation Accountability

Substantive Comments:

- Stronger cross-system coordination
- Clarify operational roles and referral pathways
- Improve continuity of care and discharge planning
- Behavioral health and healthcare integration
- Improve interoperability and data sharing
- Collaboration across schools, EMS, justice, and community systems

Equity, Cultural Responsiveness, and Language Access

Substantive Comments:

- Culturally responsive and linguistically appropriate services
- Improve language access and interpretation
- Reduce disparities in access and outcomes
- Community-Defined Evidence Practices (CDEPs)
- Outreach to underserved populations
- Focus on Spanish-speaking communities, older adults, youth, and individuals experiencing homelessness

Access, Continuity of Care, and Crisis-to-Recovery Pathways for High-Need Populations

Substantive Comments:

- Expand mobile and field-based behavioral health outreach for unsheltered and high-need populations
- Strengthen reentry navigation, warm handoffs, and post-discharge continuity of care
- Improve coordination across behavioral health, hospitals, EMS, law enforcement, housing, and justice systems
- Reduce barriers created by intake processes, transportation gaps, interpretation needs, and fragmented records
- Increase local treatment capacity and integrated care pathways for individuals with co-occurring needs
- Build clearer crisis-to-recovery pathways that help individuals move between services without falling through system gaps

Behavioral Health Commission Engagement on the Draft Integrated Plan

Per BHSA requirements (WIC§5963.03(b)), the Behavioral Health Commission is required to hold a public hearing and provide recommendations on the draft Integrated Plan (IP). MCBH exceeded this requirement by presenting to the commission on two separate occasions.

April 30, 2026 - Public Hearing #1

Presentation: Staff presented the Draft Integrated Plan to the Commission

MCBH opened the formal Public Comment Period from April 3rd to May 18th

May 28, 2026 – Public Hearing #2

Summary of Outreach & Engagement Activities

Summary of Public Comments Received

Receipt of Behavioral Health Commission Recommendations

Outcome / Reference Materials:

Behavioral Health Commission Recommendations Received and Incorporated

QR Code Provided on Slide 39

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Revisions to Draft IP

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Draft Integrated Plan Revisions

***54**

DHCS Technical Revisions

Compliance corrections identified through the DHCS review portal

25

Public Comments/ BHC Revisions

Additional revisions made by MCBH based on the public comments and Behavioral health Commission recommendations

***Technical and compliance corrections identified through the DHCS Integrated Plan review portal**

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Revisions to the Draft Integrated Plan

Narratives revised to include detailed information about:

Housing Interventions

Justice Involved

Crisis / Data & Outcomes

Other – employment, overdose response, personnel correction

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Draft Integrated Plan Revisions
Public Comment and Behavioral Health Commission

27

Additional revisions made by MCBH based on:
Public Comments & Behavioral Health Commission recommendations

#	REVISION
1	In the Housing Interventions responses, MCBH identified the Coalition of Homeless Services Providers and the Lead Me Home Leadership Council as key partners. The revised language describes coordination with Lead Me Home strategies, housing navigation, case conferencing, housing placement, appropriate data-sharing efforts, interim housing supports, and pathways to permanent housing for BHSA-eligible individuals.
2	In the County of Monterey Continuum of Care section, MCBH added coordination with CoC-funded permanent supportive housing, HMIS-informed planning, HUD resources, referral processes, housing navigation, case conferencing, and housing outcome tracking for individuals experiencing homelessness, chronic homelessness, or risk of homelessness.

Draft Integrated Plan Revisions 3-5

#	REVISION
3	The CoC coordination language was revised to commit to HMIS-informed planning and coordination with CoC partners without stating that all BHSA Housing Interventions will be routed through Coordinated Entry. The IP also notes continued planning with system partners around future housing system integration opportunities.
4	The Behavioral Health Bridge Housing section was revised to describe how interim and bridge housing resources will coordinate with BHSA Housing Interventions to stabilize placements and support transitions from crisis or interim settings into longer-term residential and supportive housing. The revised language also references continuity of care, hospital discharge planning, justice reentry, and movement from crisis response and interim housing into recovery-oriented and permanent housing opportunities.
5	The Community Care Expansion section now explains how prior CCE-funded capital and operating stabilization of residential care facilities will align with BHSA Housing Interventions to preserve capacity, reduce closure risk, support long-term financial sustainability, and maintain residential care resources that support recovery, community integration, and housing stability.

Draft Integrated Plan Revisions 6-9

#	REVISION
6	The Central California Alliance for Health section was revised to include CalAIM Enhanced Care Management, Community Supports, Transitional Rental Assistance, workforce and equity initiatives, housing navigation, transitions between levels of care, and access to housing-related services that support stability and recovery.
7	The local housing developers, nonprofit operators, and supportive housing providers section was revised to include facility acquisition, conversion, and development strategies. The IP also now references exploration of adaptive reuse, recovery-oriented housing, shared housing, master leasing, and other housing approaches that may strengthen the local housing continuum.
8	The housing navigation and low-barrier housing partners section was revised to describe engagement of individuals experiencing homelessness, including those living in unsheltered settings, and connection to housing opportunities that support stability, recovery, and long-term community integration.
9	The Monterey County Works section was revised to describe workforce development and training resources that strengthen staffing capacity in residential care facilities and supportive housing settings. The revised language includes recruitment, training, retention, preservation of housing and treatment capacity, reduced service disruptions, long-term stability, and continuity of care.

Draft Integrated Plan Revisions 10-12

#	REVISION
10	The Monterey-Salinas Transit section was revised to describe coordination between housing placements and transit programs to improve access to behavioral health services, medical appointments, employment, education, and other community resources. The IP also now references reducing transportation barriers, improving access for individuals in underserved areas, supporting community integration, and promoting successful housing placements.
11	The overall Housing Interventions strategy response was revised to describe a balanced approach that includes rental subsidies, operating subsidies, housing navigation, tenancy supports, participant assistance funds, and capital development investments. The revised language explains that this mix addresses both immediate housing access needs and longer-term housing capacity challenges.
12	The overall Housing Interventions strategy response was revised to identify Permanent Supportive Housing as a central component of MCBH's housing strategy. The IP now names housing partners and describes support for permanent supportive housing, transitional housing, residential care settings, housing access, housing retention, housing navigation, tenancy sustaining services, rental subsidies, operating subsidies, and coordination with behavioral health services.

Draft Integrated Plan Revisions 13-15

#	REVISION
13	The Housing Interventions strategy response now describes planned capital development investments intended to expand housing resources for BHSA-eligible individuals and strengthen the long-term sustainability of the local behavioral health housing continuum. Additional language was developed for the PSH and capital development response describing strategic investments in board-and-care capacity and recovery-oriented housing opportunities.
14	The Housing Interventions overall strategy response was revised to explain that rental subsidies, operating subsidies, participant assistance funds, and housing support services help individuals obtain and maintain housing in the near term, while capital development investments help preserve and expand housing opportunities for future BHSA-eligible individuals.
15	The Housing Interventions identification, screening, and referral response was revised to state that MCBH will use population-specific and culturally responsive engagement and referral approaches for older adults and other groups with elevated unmet behavioral health and housing needs. The IP also now states that MCBH will monitor and report implementation progress across age groups during the plan period.

Draft Integrated Plan Revisions 16-18

#	REVISION
16	The non-BHSA housing resources response was revised to include discharge planning and transition coordination across hospitals, correctional settings, probation, child welfare, and other institutional partners as part of housing navigation, interim supports, and pathways to permanent housing for BHSA-eligible individuals.
17	The IPS supported employment response was revised to describe implementation of the Individual Placement and Support model to fidelity as part of the Full-Service Partnership continuum. The revised language connects IPS to competitive employment, earned income, workplace supports, economic stability, recovery, community integration, and long-term housing stability.
18	Disparity analysis language was added to explain that some demographic disparity data were not available through the source datasets used for the analysis. The IP now notes that some source data either do not report disparities at the required level of detail or are not accessible to the County in a way that allows reliable subgroup analysis, limiting the County's ability to fully assess disparities for those measures.

Draft Integrated Plan Revisions 19-21

#	REVISION
19	Data limitation language was added stating that the Perception of Functioning Domain Score and Perception of Social Connectedness Domain Score were not available through the data sources provided for the Integrated Plan. The IP also now states that MCBH will monitor opportunities to incorporate these measures into future planning and reporting as data become available and will continue supporting services that promote community integration, social connection, recovery, and independent functioning.
20	The crisis utilization discussion was revised to state that state-provided data did not include age-group analysis for Crisis Residential Treatment or Crisis Intervention utilization. MCBH also added specific Early Intervention strategies, including Behavioral Health Crisis, Dispatch, and Mobile Response Services; Access Post-Hospital/Crisis Follow-Up; MCHOME Homeless Outreach & Engagement; 211 referral and linkage services; regional Access to Treatment programs; and early childhood, child welfare, youth, and family-serving programs.
21	The IP now includes monitoring language identifying crisis line volume, mobile crisis response volume, response and linkage timeliness where available, post-crisis follow-up contacts, completed referrals, engagement in ongoing services, and trends in higher-acuity utilization such as Crisis Residential Treatment, emergency department use, hospitalization, and repeat crisis episodes.

Draft Integrated Plan Revisions 22-24

#	REVISION
22	The Justice-Involvement cross-measure response was revised to describe outpatient, crisis, intensive care coordination, FSP, and intensive case management services that support identification of behavioral health needs, stabilization, continuity of care, and reduced justice involvement for individuals with SMI, SUD, or co-occurring conditions.
23	The Justice-Involvement response now describes behavioral health services across juvenile justice, adult justice, court, and reentry settings. It also states that the County provides direct behavioral health services in juvenile justice settings and collaborates with adult jail behavioral health providers to support assessment, treatment engagement, discharge planning, and connection to community-based services.
24	The Justice-Involvement response was revised to identify coordination with County Access programs, diversion initiatives, court-based collaborations, and CalAIM Justice-Involved Behavioral Health Linkages activities designed to improve continuity of care and reduce service gaps after release from institutional settings.

Draft Integrated Plan Revisions 25-27

#	REVISION
25	The Justice-Involvement response now describes continued support for the Community Crisis Line, 988 coordination, crisis dispatch services, and countywide mobile crisis response teams serving youth and adults. The revised language explains that these services help de-escalate crises, stabilize individuals in the community, and connect people to behavioral health services before justice system involvement occurs.
26	The overdose response was revised to state that overdose prevention, treatment, and recovery strategies will be implemented with culturally responsive providers and community-based organizations. The IP also now identifies monitoring indicators, including overdose deaths, emergency department visits related to substance use, follow-up after emergency department visits for substance use, engagement in treatment services, DMC-ODS utilization, and other available population health measures.
27	Revised by removing Lindsey O'Leary and adding Deputy Director for QA/QI - Open Position

BHSA Website

- Integrated Plan
- Integrated Plan Budget
- Redacted Public Comments
- Residential Care Facility Incubator Evaluation Report *(also known as the "Housing Tools" Report)*

QR code links to BHSA Website (English)

QR code links to BHSA website (Spanish)

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Today's Recommended Action

- Adopt and Approve the BHSA Three-Year Integrated Plan
- Authorize Board Certification, attesting that the Board reviewed and approved the Plan
- Authorize Staff to submit the approved Integrated Plan to DHCS, and to execute all necessary documentation
- Authorize BH Director to approve non-substantive, technical, or clerical amendments, revisions, and corrections required by DHCS

MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

DHCS submission deadline: June 30, 2026

Thank you!

MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Introduced: 4/21/2026
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2026-27 at the rate of $12.00 per service unit.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2026-27 at the rate of $12.00 per service unit.

SUMMARY:
This Board action will adopt a Resolution for levying of the countywide Emergency Medical Services System Special Tax for FY 2026-27 at the continued rate of $12.00 per service unit

DISCUSSION:
On March 7, 2000, a 70.7% majority of County of Monterey voters approved changing the countywide CSA-74 levy to a special tax of up to $12.00 per service unit. The rate has remained constant at $12.00 since FY 2000-01. The attached resolution levies the countywide Emergency Medical Services System Special Tax for FY 2026-27 at the continued rate of $12.00 per service unit. A summarized history of CSA-74 outlining services and fees is included in this Board packet.

The Ordinance requires the adoption of resolutions by the Board of Supervisors of the County of Monterey to continue assessments for CSA-74.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action. The revenues from CSA-74 are estimated to be $1.8 million and are included in the CSA-74 (092-HEA010) FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors' goal of enhancing well-being and quality of life by ensuring continued funding for the County's Emergency Medical Services (EMS) Agency, which provides oversight and leadership of the EMS system. By establishing and maintaining the highest standards for emergency medical care, system operations, and medical disaster preparedness, the EMS Agency helps ensure that residents receive consistent, high-quality emergency services,

contributing to improved health outcomes and overall 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: Korina Moreno, Administrative Services Assistant, 755-6344
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Proposed Resolution on CSA-74 Assessment
Notice of Public Hearing
Summarized History of CSA-74
List of rates charged per parcel
Letter from County of Monterey Auditor Controller

County of Monterey

Board Report

Legistar File Number: RES 26-063

Item No.

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

June 16, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2026-27 at the rate of $12.00 per service unit.

RECOMMENDATION:
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SUMMARY:
This Board action will adopt a Resolution for levying of the countywide Emergency Medical Services System Special Tax for FY 2026-27 at the continued rate of $12.00 per service unit

DISCUSSION:
On March 7, 2000, a 70.7% majority of County of Monterey voters approved changing the countywide CSA-74 levy to a special tax of up to $12.00 per service unit. The rate has remained constant at $12.00 since FY 2000-01. The attached resolution levies the countywide Emergency Medical Services System Special Tax for FY 2026-27 at the continued rate of $12.00 per service unit. A summarized history of CSA-74 outlining services and fees is included in this Board packet.

The Ordinance requires the adoption of resolutions by the Board of Supervisors of the County of Monterey to continue assessments for CSA-74.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action. The revenues from CSA-74 are estimated to be $1.8 million and are included in the CSA-74 (092-HEA010) FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors' goal of enhancing well-being and quality of life by ensuring continued funding for the County's Emergency Medical Services (EMS) Agency, which provides oversight and leadership of the EMS system. By establishing and maintaining the highest standards for emergency medical care, system operations, and medical disaster preparedness, the EMS Agency helps ensure that residents receive consistent, high-quality emergency services,

contributing to improved health outcomes and overall 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: Korina Moreno, Administrative Services Assistant, 755-6344
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Proposed Resolution on CSA-74 Assessment
Notice of Public Hearing
Summarized History of CSA-74
List of rates charged per parcel
Letter from County of Monterey Auditor Controller

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

Resolution No._____

Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2026-27 at the Rate of $12.00 per Service Unit.)

WHEREAS County Service Area 74 was originally established and continues to be maintained for the purpose of raising revenues to support the emergency medical services system in the incorporated and unincorporated portions of the County of Monterey, and Chapter 15.29 was originally added to the County of Monterey Code to provide a mechanism for raising revenues within CSA 74 for said purpose; and

WHEREAS on November 16, 1999, the County of Monterey Board of Supervisors adopted Ordinance No. 4043, wherein Monterey County Code Chapter 15.29 was amended (a) to repeal the benefit assessments that until then had been imposed county-wide and in smaller zones to raise revenues for the emergency medical services system in the County of Monterey, and (b) to replace said benefit assessments with a special tax, known as the Paramedic Emergency Medical Services Special Tax, subject to the approval of said tax by a vote of more than two-thirds of the Monterey County electorate; and

WHEREAS on March 7, 2000, more than two-thirds of the County of Monterey electorate approved the imposition of said special tax.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF MONTEREY BOARD OF SUPERVISORS AS FOLLOWS:

The special tax, known as the Paramedic Emergency Medical Services Special Tax, as authorized and imposed by Monterey County Code Chapter 15.29, is hereby levied for Fiscal Year 2026-27 on all taxable parcels of real property as designated in Monterey County Code Sec. 15.29.055 and located within County Service area 74. The rate of said tax shall be $12.00 per service unit.

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

NOTICE OF COUNTY BUDGET PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN the Monterey County Board of Supervisors will hold public hearings on the Fiscal Year (FY) 2026-27 Recommended Budget for the County of Monterey, Successor Housing Agency of the County of Monterey, Successor Agency to the Redevelopment Agency of the County of Monterey, East Garrison Public Financing Authority, and for Special Districts governed by the Board, setting forth individual estimates and tabulations; and

NOTICE IS FURTHER GIVEN the Monterey County Board of Supervisors will consider adoption of the FY 2026-27 Appropriations Limits under Article XIIIB of the California Constitution; and

NOTICE IS FURTHER GIVEN that the Board of Supervisors will meet for the purpose of conducting a hearing on the Recommended Budget on:

Wednesday, May 27, 2026, beginning at 9:00 a.m.
and continuing (if needed) on
Thursday, May 28, 2026, beginning at 9:00 a.m.

For the purposes of adopting said appropriations limits as required by Government Code Section 7910 for the year ended June 30, 2027, the Board of Supervisors will meet on:

Wednesday, May 27, 2026, at 9:00 a.m.

While the Board Chambers, located at 168 W. Alisal Street, Salinas, California, will be open, the public may also participate in the meetings remotely and be heard regarding the increase, decrease or omission of any items of said budget, or the inclusion of additional items therein.
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.
Instructions will be placed on the agendas published by the Clerk of the Board's Office regarding how to participate in-person or remotely. A schedule will be posted at the above address and on the website http://monterey.legistar.com/ on or about May 22, 2026. A hard copy of the FY 2026-27 Recommended Budget is available for public review on May 15, 2026 at the Clerk of the Board's Office, 168 W. Alisal Street, 1st Floor, Salinas, California and is also electronically posted on the County of Monterey website for public review by May 15, 2026 at https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/budget-analysis

NOTICE IS FURTHER GIVEN, upon conclusion of the Budget Public Hearings, the Board will set:

Tuesday, June 16, 2026, at 9:00 a.m.

as the date for the County Administrative Office to bring before the Board a Resolution to adopt the FY 2026-27 Final Budget, the FY 2026-27 Public Works Work Program, and adopt a Resolution levying the Emergency Medical Services System Special Tax for FY 2026-27.

DATED: 05/14/26 County Administrative Office
Contact Deja Sero, County Budget Director, at (831) 755-5115 for any questions.

CSA 74 History/Background

History

The County Codes for CSA-74 are found at Chapter 15.29. In "Section 15.29.05 - Intent" it in part states the following:

> *"It is the intent of the Board of Supervisors of the County of Monterey to provide for the continued funding of the Monterey County Emergency Medical Services System, including paramedic, ambulance, and related services…"*

The following is an abbreviated history of CSA-74.

1988 November 1988, the County sponsored a ballot measure (an "advisory election") on the following question: "Shall the Board pursue the establishment of a countywide paramedic Emergency Medical Services program, which…will be financed by a benefit assessment on the real property within the county not to exceed twelve dollars for basic services and, if requested by a city, district, or zone, five dollars for discretionary supplemental services annually for each benefit unit?" The voters approved a measure by a 67.1% majority, and the board subsequently established CSA-74. Five-dollar supplemental assessment ("zones") were established for the following jurisdictions:

A	City of Salinas	May 1989
B	Mid-Carmel Valley Fire Protection District	May 1989
C	North County Fire Protection District	Dec. 1991
D	City of Monterey	Nov. 1994
E	Carmel Valley Fire Protection District	Nov. 1996

1989 In March of 1989, the Board of Supervisors forms CSA 74.
In May of 1989, the Board of Supervisors amended the ordinance governing CSA 74 as the language authorizing the five-dollar supplemental assessments by cities and districts, had been left out.

Annual hearings were held by the Board of supervisors to set the rates for all CSA's. The initial assessment fee for CSA-74 was set at $9.10 per unit.

1994 Since its inception, CSA 74 has had a fund balance that has been rolled over annually. The "roll over funds" were available due to unfilled positions (salary savings) and incomplete project money. The EMS Agency considered the rollover funds as part of its revenue source. This enabled the Board and the EMS Agency to keep the service fees to the public at the lowest possible level. As of the end of fiscal year 1992-93 the rollover funds would be exhausted. In order to continue providing the same level of service in 1993-94, it would be necessary for the Board of Supervisors to increase the service fee.

The Monterey County Board of supervisors increased CSA-74 per unit assessment rate from $9.10 to 11.90, for fiscal year 1993-94.

1996 In November 1996, California voters approved Proposition 218 (the "Right to Vote on Taxes Act"). This amended the state constitution to say that no property related "fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners."

Under Proposition 218, a special tax may be used for such purposes if it is approved by a two-thirds vote of the electorate. Unfortunately, the CSA-74 charge was called a "benefit assessment" and not a "special tax."

1997 Bill Rentz, Deputy County Counsel promptly sought and obtained judicial permission (validation) for the County to continue to levy the CSA-74 charges until our primary ambulance contract expired on January 1, 2001. Before then, we were required to seek a two-thirds voter approval to change the CSA-74 levy to a special tax.

2000 On March 7, 2000, voters approved a measure to change CSA-74 from a "benefit assessment" to a "special tax" by a 70.9% majority. Other jurisdictions ran similar measures on the same ballot. The results are as follows:

City of Monterey	72.7%	Passed
City of Salinas	53.1%	Failed
City of Gonzales	70.8%	Passed
City of Soledad	65.1%	Failed
Soledad Rural Fire District	74.5%	Passed

The Monterey County Board of Supervisors through a public hearing process set the CSA-74 per unit assessment rate at its maximum allowable of $12.00 for fiscal year 2000-01.

General Information

The (now) special tax for CSA 74 is assessed in accordance with the Monterey County Land Use Codes. The basic unit is a single-family dwelling. All other land uses are either a percentage or multiple of that basic unit.

The present rate for one unit is $12.00. The rate is set annually, by the Board of Supervisors through a public hearing process. The rate history is as follows:

1989-90	$9.10
1990-91	$9.10
1991-92	$9.10
1992-93	$9.10
1993-94	$11.90
1994-95	$11.90
1995-96	$11.90
1996-97	$11.90
1997-98	$11.90
1998-99	$11.90
1999-00	$11.90
2000-01	$12.00

2001-02	$12.00
2002-03	$12.00
2003-04	$12.00
2004-05	$12.00
2005-06	$12.00
2006-07	$12.00
2007-08	$12.00
2008-09	$12.00
2009-10	$12.00
2010-11	$12.00
2011-12	$12.00
2012-13	$12.00
2013-14	$12.00
2014-15	$12.00
2015-16	$12.00
2016-17	$12.00
2017-18	$12.00
2018-19	$12.00
2019-20	$12.00
2020-21	$12.00
2021-22	$12.00
2022-23	$12.00
2023-24	$12.00
2024-25	$12.00
2025-26	$12.00

The approximate number of parcels billed by CSA 74 for Fiscal Year 2024-2025 is listed below:

Tax Code 93500 (CSA units)	121,049	$1,730,640
Tax Code 88520 (Trailer spaces and hotel rooms)	413	183,776
	121,462	$1,914,416

Trailer Spaces and Hotel Rooms are calculated differently as there may be many of them on a single parcel.

EMS Ag. CSA 7 . Codes

RESIDENTIAL	MULTI FAMILY	RURAL TRANSITIONAL	AGRICULTURAL	COMMERCIAL		INDUSTRIAL	INSTITUTIONAL	MISCELLANEOUS
1A Vacant land, 1 site service unit .5	2A Vacant , zoned for multi family service unit .5	3A Residential Use, vacant rural 1 to 10 acres service unit .5	4A Grazing with improvements service unit 1 *Eliminate from assessment if no residence*	5A Vacant commercial service unit .5	5N Hotel and motel service unit .2/room	6A Vacant industrial service unit .5	7A Publicly owned non-taxable	8A Private roads
1B Vacant land, 2 or more Sites service unit .5	2B Two units service units 2	3B Residential Use, vacant 11 to 40 acres service unit .5	4B Dry farm with improvements service unit 1 *Eliminate from assessment if no residence*	5B Commercial shell-type buildings service units 2	5P Supermarket (not in shopping center) service units 4	6B Light manufacturing or light industrial service units 4	7B Publicly owned	8B S.B.E. assessed roll items
1C One single family dwelling on one site service unit 1	2C Three or four units service units 3	3C Undeveloped, 41 to 300 acres service unit .5	4C Row crops service unit .5	5C Suburban stores (individual buildings) service units 2	5Q Shopping centers service units 7	6C Heavy manufacturing or heavy industrial service units 6	7C Fraternal organization service units 4	8C Utilities
1D One S.F.D. on 2 or more sites service unit 1	2D Five to fifteen units service units 5	3D Undeveloped, 301 or more acres service unit .5	4D Field crops, alfalfa, pasture service unit .5 *Eliminate from assessment if no residence*	5D Combination of stores & Office or apartments service units 4	5R Service station, car wash service units 2	6D Industrial park, research park service units 4	7D churches	8D Condominium common areas & misc buildings
1E Two or more S.F.D. on 1 site service units 2	2E Sixteen to thirty units service units 16	3E Residential Use, improved up to 10 acres service unit 1	4E Feed lots service unit 1	5E One story office buildings service units 4	5S Restaurants, drive-ins, special buildings service units 4	6E Warehousing, mini storage, lumber yards service units 2	7E Schools, colleges, day schools	8E Perculation lots
1F	2F Thirty-one units or more service units 31	3F Residential Use, improved 11 to 40 acres service unit 1	4F Vineyards service unit .5	5F Multi story office buildings service units 4	5T Theaters service units 4	6F Auto wrecking & salvage; open storage service units 2	7F Hospital private, convalescent service units 5	8F Developed gas & oil service units 6
1G Misc. improvement on 1 or more S.F.D. service unit .5	2G Condominium and townhouses. Living units only service unit 1	3G Rural mobilehomes service unit 1	4G Orchards (fruits or nuts) service unit 1	5G Medical & dental buildings, pet hospitals service units 4	5U Auto sales, repair & storage service units 2	6G Produce sheds & food processing service units 2	7G Cemeteries	8G Non producing oil, water & mineral rights, mining claims
1H 2 or more SFD & 2 or more sites service unit .5	2H Mobile home park service unit 1/space	3H Wholesale nurseries, Mushroom houses service units 2	4H Agricultural preserves service unit .5 *Eliminate from assessment if no residence*	5H Banks & financial institutions service units 4	5V Misc buildings; retail nurseries, TV & radio towers service units 2	6H	7H Museums, libraries	8H Mining quarries, mineral processing plants service units 6
1J	2J One single family dwelling on multi-zoned, single site service unit 1	3J Scenic easement	4J Waste land; hunting or recreational use only	5J Single family dwelling on commercial zoned land service unit 1	5W Recreational, golf courses, resorts, tennis courts service units 2	6J	7J	8J Labor camps service units 7
1K	2K One single family dwelling on multi-zoned with surplus land service unit 1	3K	4K Agricultural preserves service unit .5	5K Office condominiums service unit 1	5X	6K Industrial condominiums	7K	8K Improvements secured to other property service unit 1
1L	2L Residential timeshares service unit 1	3L	4L Open space easements service unit .5	5L	5Y	6L	7L	8L Water system improvements on secured roll
1M	2M Vacant transitional service unit .5	3M	4M	5M	5Z Vacant transitional service unit .5	6M Vacant transitional service unit .5	7M	8M Mobilehomeon secured roll
							91 Possessory interest	99 No other use code applies

Assessed parcel
Parcel not assessed

FY04-05 Assessed $12/ service unit

FY03-04 Assessed $12/ service unit

FY02-03 Assessed $12/ service unit

COUNTY OF MONTEREY

AUDITOR - CONTROLLER

(831) 755-5040 ▪ FAX (831) 755-5098 ▪ P.O. BOX 390 ▪ SALINAS, CALIFORNIA 93902

Rupa Shah, CPA
AUDITOR-CONTROLLER

April 10, 2026

To All Cities and Agencies with
Assessment Bonds and/or User Fees

The time is quickly approaching for the processing of the 2026-2027 secured roll tax bills, which includes taxes, assessments, fees, and charges. Files must be submitted **directly from the City or Agency** for placement on the tax bills. Administration costs of .25% will be taken off the total amount collected.

In order to place the charges on the secured tax roll, each agency is responsible for annually providing the Auditor-Controller's Office with the following:

A. EXCEL file to include:
   1. 12-Digit Assessor's parcel number, dashes omitted.
   2. Total dollar amount for each parcel – divisible by two.
   3. Tax Code.

B. Completed attached Information Sheet.

C. Certification Resolution - To ensure that Proposition 218's provisions are being addressed by each agency using the county tax rolls for collection of taxes, assessments, fees, and charges other than the 1% ad valorem tax, the Auditor/Controller requires a certification resolution. The resolution certifies compliance with Proposition 218 and includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of each agency's taxes, assessments, fees, and charges other than the 1% ad valorem tax. Enclosed is a copy of the required certification resolution including Exhibit "A". Without certification, the County will not place charges on the tax roll.

As a reminder, the County is relying upon your Agency to correctly assess and calculate the amounts placed on the secured roll tax bills. Once the charges have been placed on the Tax Bills no changes can be made.

Submissions must come directly from the agency no later than **August 3, 2026** to the following address or by email to:

County of Monterey Auditor-Controller
Attn: Rogelio Martinez-Pio
P. O. Box 390
Salinas, CA 93902
audptax@co.monterey.ca.us

Because of systems requirements, there can be no exceptions. We are not responsible for information not received directly by this office or information received after the deadline.

Please feel free to contact Rogelio Martinez-Pio, the coordinator for bonds and user fees, by phone at (831) 755-5097 or by e-mail at audptax@co.monterey.ca.us should you have any questions regarding this matter. Your cooperation is greatly appreciated.

Encl. 3

RESOLUTION NO. _____

RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

WHEREAS, _____("Public Agency") requests that the County of Monterey Auditor-Controller enter those general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A" on the tax roll for collection by the County of Monterey Treasurer-Tax Collector and distribution by the County of Monterey Auditor-Controller commencing with the property tax bills for fiscal year 2026-27

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A", regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.

2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the USB thumb drive or electronic file identified as Exhibit "A", the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A" and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED this day of _____, 20___, upon motion of _____, seconded by _____, and carried by the following vote, to wit:

AYES:

NOES:

ABSENT:

EXHIBIT “A”
TO
RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

FISCAL YEAR 2026-27

GENERAL TAXES:

SPECIAL TAXES:

ASSESSMENTS:

PROPERTY-RELATED FEES AND CHARGES:

COUNTY OF MONTEREY AUDITOR-CONTROLLER
PROPERTY TAX DIVSION

INFORMATION SHEET FOR ASSESSMENT BONDS AND/OR USER FEES

Please complete following information:

CONTACT INFORMATION

CONTACT PERSON: _____

AGENCY NAME: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

ASSESSMENT BOND AND/OR USER FEE INFORMATION

FILE NAME: _____

DESCRIPTION: _____

TAX CODE: _____

PARCEL COUNT: _____

TOTAL DOLLAR AMOUNT: $_____

Note: If you have more than one charge, please repeat the process for each tax code.

Submitted By:

_____
Signature

For Office Use: Date Received _____ Initials: _____

Introduced: 5/26/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

Accept and approve the Emergency Medical Services (EMS) Agency Annual Report for 2025.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Accept and approve the Emergency Medical Services (EMS) Agency Annual Report for 2025.

SUMMARY:

The Health Department seeks approval of the EMS Agency's Annual Report for 2025. The EMS Agency presents this report to the Board of Supervisors on an annual basis to keep the Board, other County officials, and the public informed about the work done by the EMS Agency and EMS system stakeholders.

DISCUSSION:
The Emergency Medical Services (EMS) Agency is a Bureau within the County of Monterey Health Department and is designated by the Board of Supervisors as the entity that oversees the delivery of emergency medical services within the County of Monterey. The role of the County of Monterey EMS Agency is defined by California statue to plan, implement, and evaluate the EMS System.

The EMS Agency completed its Annual Report for the 2025 activities of the EMS Agency and EMS System. The EMS Agency presents this report to the Board of Supervisors on an annual basis to keep the Board, other County officials, and the public informed about the work done by the EMS Agency and EMS System stakeholders.

This Annual Report covers the period of January 1, 2025, through December 31, 2025. The Annual Report includes an overview of the EMS System, relevant EMS-related data from 2025, and a review of some of the EMS Agency's significant accomplishments in 2025. Highlights from 2025 include the following: the completion of a request for proposals process and award of a new ambulance service provider agreement for the County of Monterey Exclusive Operating Area, work during the agreement's transition period to ensure contractor preparation for the start date of the operational period, development of a 9-1-1- Nurse Navigation Program to refer 911 callers with non-life threatening emergencies to a nurse for triage and referral to appropriate community-based services, and planning for the adoption of an online software program for the receipt and processing of applications for EMT certification and Paramedic accreditation.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): "Build Community Power and Partner's Capacity to Increase Equity and Improve Health"

and “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:
County Counsel has reviewed and approved this Board Report as to legal form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors’ Strategic Plan Goal A: Well-Being and Quality of Life. The 2025 EMS Agency Annual Report outlines the overall structure and function of the EMS system, highlights key accomplishments achieved during 2025, and identifies the Agency’s ongoing goals to further enhance the EMS system. These efforts are intended to enhance the delivery of emergency medical services and support the health and quality of life of Monterey County residents and visitors.
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: Debra Hopgood, Acting EMS Agency Director/Bureau Chief, 755-4920
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025 EMS Agency Annual Report

Introduced: 5/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved this Board Report as to legal form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors’ Strategic Plan Goal A: Well-Being and Quality of Life. The 2025 EMS Agency Annual Report outlines the overall structure and function of the EMS system, highlights key accomplishments achieved during 2025, and identifies the Agency’s ongoing goals to further enhance the EMS system. These efforts are intended to enhance the delivery of emergency medical services and support the health and quality of life of Monterey County residents and visitors.
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: Debra Hopgood, Acting EMS Agency Director/Bureau Chief, 755-4920
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025 EMS Agency Annual Report

COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AGENCY

2025 ANNUAL REPORT TO THE BOARD OF SUPERVISORS

COUNTY OF MONTEREY | HEALTH DEPARTMENT

EMS AGENCY MISSION STATEMENT

The mission of the County of Monterey Emergency Medical Services (EMS) Agency is to lead the Monterey County EMS System through establishing highest standards of emergency medical care, system operations, and medical disaster preparedness for the benefit of the people of Monterey County.

OUR VISION

To create a model EMS system that uses research, best practices, and quality improvement processes to equip providers of pre-hospital emergency medical care to provide compassionate and clinically appropriate care for the people of Monterey County.

VALUE STATEMENTS

The County of Monterey EMS Agency is committed to:

- Advocating for the patient in all that we do.
- Personal, professional, and organizational integrity.
- Treating people with dignity, respect, honesty, and fairness.
- Working collaboratively in an environment of trust, transparency, safety, and teamwork.
- Leadership that brings accountability, responsibility, and success to our organization.
- Maintaining a working environment that fosters passion, creativity, and enjoyment.
- Striving to achieve excellence through expertise, innovation, and continued learning.

EMS AGENCY DIRECTOR'S MESSAGE

Honorable Chair and Members of the Board of Supervisors,

Our EMS Agency team may be small, but it is exceptionally dedicated. This strength is rooted in a deep commitment to the EMS System and to enhancing the care provided to our residents and visitors. Every member of the EMS Agency team consistently demonstrates a willingness to invest the time and effort necessary to fulfill our role in supporting a healthy and safe community.

The team's commitment was especially evident over the past year. In addition to fulfilling our responsibilities as a regulatory agency, the EMS Agency undertook the complex task of completing a Request for Proposals (RFP) process while continuing to advance EMS System improvements. The RFP process alone required an extraordinary level of coordination and perseverance. Staff devoted countless hours to engaging stakeholders, drafting and refining numerous documents, and maintaining steady progress throughout the process.

This marked the EMS Agency's third attempt to secure an ambulance service provider for Monterey County's Exclusive Operating Area. Successfully establishing an agreement was critical—not only to maintain the existing level of service, but also to ensure continued growth and advancement of the EMS System.

The RFP process concluded successfully with the execution of a new agreement with American Medical Response (AMR), which will continue as the County's ambulance service provider under a framework of enhanced requirements and system improvements. In preparation for the February 1, 2026 start date, the EMS Agency team worked closely with AMR to ensure a smooth and effective transition to the new agreement.

Alongside the RFP effort, the team achieved several additional milestones. These included advancing the health data exchange between EMS providers and local hospitals, expanding the availability of advanced life support/paramedic services in the county, working to bring a second paramedic training program to the county, launching an online certification and accreditation system for EMTs and paramedics, and updating numerous EMS policies and treatment protocols. Equally important, the team strengthened existing partnerships and built new relationships through consistent collaboration and communication.

Looking ahead to 2026, the EMS Agency is focused on implementing several key initiatives, including a clinical quality scorecard, a 911 nurse navigation program, and public-facing data dashboards. Additional details on these efforts are outlined in the "Looking Ahead" section of this report. Each initiative is designed to support our overarching goal of ensuring the delivery of exceptional clinical care and appropriate resource utilization in a transparent and accountable manner.

Respectfully submitted,

Debra Hopgood
Acting Director/Bureau Chief

EMS AGENCY MEDICAL DIRECTOR'S MESSAGE

"Success is no accident. It is hard work, perseverance, learning, sacrifice, and most of all, love of what you are doing." - Pelé

In last year's presentation to the Board of Supervisors, the EMS Agency presented a video that highlighted the teamwork and complexity of the County of Monterey's EMS System by following its response to a single incident—a Mass Casualty Incident in King City—from beginning to end. We saw how the system's providers, agencies, and hospitals worked together to deliver exceptional care in a time of crisis. While the incident itself was tragic, the EMS System's response to the incident demonstrated the importance of an integrated system that trains and prepares for the unexpected, the difficult, and the overwhelming.

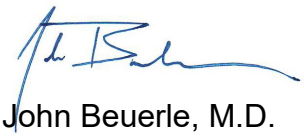
Last year was a big year for our EMS System. After seven years of work and two prior unsuccessful RFPs, the EMS Agency was finally successful in awarding a new ambulance service provider agreement for Monterey County's exclusive operating area. The contract was awarded to American Medical Response, the county's EOA provider since 2009. The amount of work that went into this RFP was extensive, requiring contributions from the entire team, but I want to specifically acknowledge the monumental efforts of both our outgoing Director Teresa Rios and our Acting Director Debra Hopgood in the success of this initiative.

The EMS Agency also laid the groundwork for the implementation of a 9-1-1 Nurse Navigation Program, designed to improve the management of non-life-threatening 9-1-1 calls by connecting callers with licensed nurses who can provide guidance and resources to address their needs. To improve service and efficiency, we also adopted an electronic system for the submission and processing of EMT certification and paramedic accreditation applications. The year of 2025 marked the 15-year anniversary of our STEMI System of Care, which focuses on the early identification and treatment of patients suffering a life-threatening heart attack, reducing mortality and improving outcomes for these critically ill patients.

Other developments included the implementation of paramedic advanced life support care in Pacific Grove, ongoing improvements in our Health Data Exchange program, EMS policy and protocol updates, and work to expand the capabilities and improve response times for interfacility transports requiring specialty care.

The EMS Agency is successful in its mission due to the hard work and dedication of its team: a small group of people who do big things. It is a privilege to be part of that team. I look forward to our continued collaboration with our many stakeholders during the years to come, and I am excited about our ongoing growth and evolution as a system that is committed to safeguarding the lives and well-being of the patients and communities we serve.

Sincerely,



John Beuerle, M.D.
EMS Medical Director

INTRODUCTION

Over the past several years, the County of Monterey Emergency Medical Services Agency has worked to develop and improve our Annual Report to the Board of Supervisors. In 2022 the EMS Agency transitioned our report to a format that we believe will help readers more easily navigate the content and identify the topics of interest to them. This year's report utilizes this format and is divided into three sections based upon the following structure:

1. County of Monterey EMS System Overview – This section provides background information regarding the EMS Agency and the EMS System. It describes the structure of the EMS Agency and the variety of roles that we play in managing and leading the EMS System. The section also explains the various components of the EMS System from dispatch to prehospital personnel through to the emergency department and specialty care centers located within the County of Monterey.

2. 2025 EMS System Data – This section provides data for 2025 related to several key components of the EMS System including EMS student training programs, processing of applications for certification and accreditation, emergency medical dispatch operations, ambulance call volume, disaster response efforts, finances, and quality improvement. The section also explains the EMS Agency's role in each of these areas.

3. 2025 Accomplishments and Highlights – This section provides the reader with an overview of some of the EMS Agency's key accomplishments throughout the course of 2025. While the items discussed are but a small fraction of the improvements made to the EMS System, we feel that they represent significant strides towards our overall vision of creating and continuously improving a model EMS System for the people of Monterey County.

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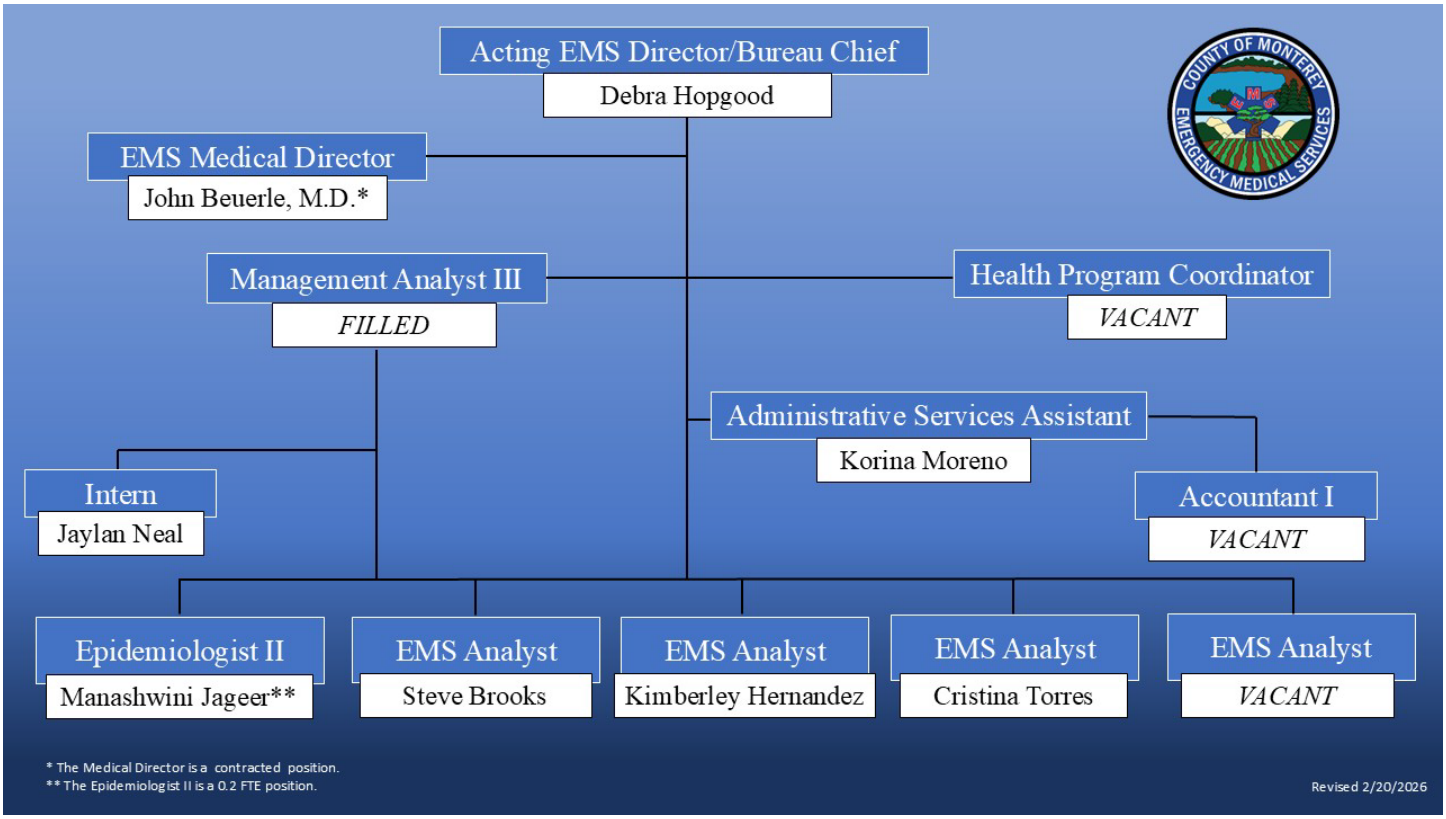
COUNTY OF MONTEREY EMS SYSTEM OVERVIEW

The County of Monterey Emergency Medical Services (EMS) System is comprised of ground and air ambulance providers, dispatch/communications centers, fire and rescue service providers, hospital emergency departments, specialty care centers for trauma, stroke, and heart attack patients, and the County of Monterey EMS Agency. The purpose of the EMS System is to provide high quality, patient-centered Emergency Medical Services with integrity, equity, dedication, expertise, effectiveness, efficiency, and collaboration at the forefront. The collaborative efforts of these EMS System partners strengthen our ability to provide emergency medical services to residents of and visitors to the County of Monterey.

THE COUNTY OF MONTEREY EMS AGENCY

The Emergency Medical Services Agency is a Bureau within the County of Monterey Health Department and is designated by the Board of Supervisors as the local Emergency Medical Services Agency (LEMSA) that oversees the delivery of emergency medical services (pre-hospital care) within the County of Monterey pursuant to California Health and Safety Code, Section 1797 et seq. The LEMSA ensures that regulations pertaining to the EMS system are carried out as intended by the California Emergency Medical Services Authority (EMSA). The role of the County of Monterey EMS Agency is defined by California statute to plan, implement, and evaluate the EMS System. Additionally, the statute requires the EMS Agency to have a licensed physician who serves as a medical director to provide medical control and to ensure medical accountability.

THE COUNTY OF MONTEREY EMS AGENCY ORGANIZATIONAL CHART



THE EMS AGENCY'S ROLE IN THE COUNTY OF MONTEREY EMS SYSTEM

A high performing EMS System consists of multiple organizations with a variety of functions working together to provide care to those suffering from a medical emergency. The EMS Agency is responsible for managing and coordinating these organizations to ensure that patients in our community receive a coordinated and appropriate EMS response when calling 9-1-1 and, ultimately, the best possible care from highly trained EMS professionals. However, the EMS Agency's responsibilities do not stop when a patient reaches the doors of the hospital. The EMS Agency is also responsible for ensuring that our local hospitals are prepared to appropriately receive patients from EMS and, when needed, provide online medical direction to EMS providers in the field. Additionally, the EMS Agency has the responsibility for designation and oversight of specialty care centers for the treatment of trauma, stroke, and ST elevation myocardial infarction (STEMI) patients in the County of Monterey.

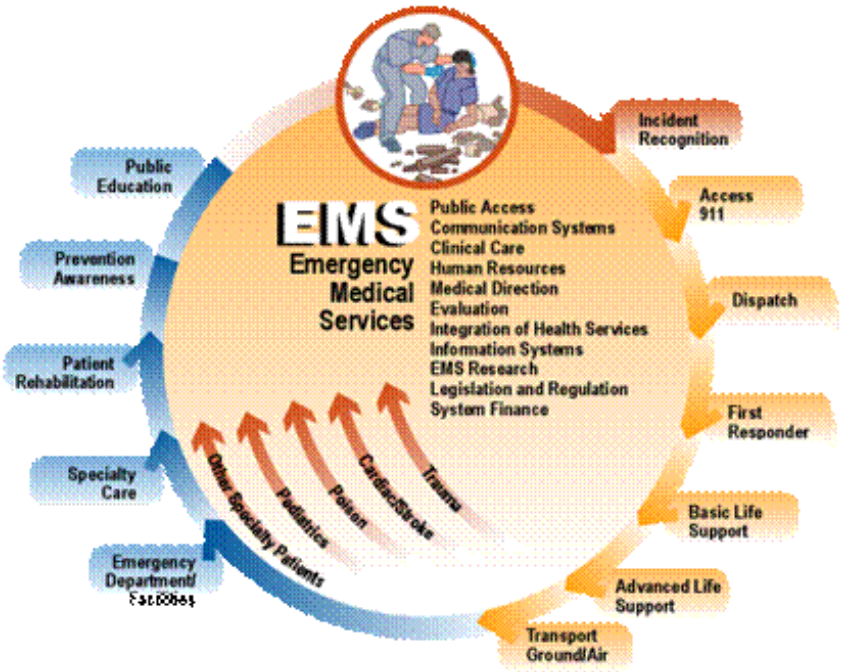
We approach our role emphasizing the Triple Aim.

- *Implement efficient and effective structures, processes, and outputs.*
- *Measure clinical, operational, and financial performance indicators.*
- *Engage in continuous Quality Improvement.*
- *Embrace Just Culture concepts.*
- *Maintain transparency.*
- *Ensure equity.*

EMS SYSTEM MANAGEMENT

Essential functions performed by the County of Monterey EMS Agency include:

- Serving as an advocate for patients.
- Collaborating with other health officials to ensure a unified, coordinated approach in the delivery of health care.
- Ensuring equity in the provision of emergency medical services.
- Carrying out regulations relative to the EMS system.
- Certifying, accrediting, and authorizing EMS field personnel.
- Authorizing and approving local EMS training programs.
- Developing and approving medical treatment protocols and policies for local EMS service providers (EMTs, Paramedics, and Dispatchers) to assure medical control of the EMS system.
- Developing EMS dispatch and communication standards, including medical dispatch protocols.
- Collaborating with the Health Department's Public Health Bureau, to develop local medical and health disaster plans and coordinate medical and health response to disasters (natural and man-made).
- Designating trauma centers, base hospitals, and other specialty care centers.
- Coordinating activities and communications between various agencies that provide EMS System services so that care appears seamless to the patient.
- Coordinating community education programs regarding injury prevention, CPR, public access defibrillation, etc.
- Collecting, analyzing, and reporting on EMS data.
- Establishing the Exclusive Operating Area (EOA) and contracting for the provision of emergency ambulance services.
- Providing oversight for EMS quality assurance and quality improvement activities.
- Resolving consumer complaints.
- Providing information to public officials.
- Advocating for sufficient and stable funding for emergency medical services.



COUNTY OF MONTEREY EMS SYSTEM PROVIDER AGENCIES

Our dispatchers, first responders, Emergency Medical Technicians (EMTs), Paramedics, and hospital staff provide thorough, timely, compassionate care at all times for all people in need. They are trained, caring professionals who have chosen to help others, often at their most dire time of need, and at any hour of the day or night. This dedicated service has been exemplary especially throughout the additional challenges of the COVID-19 pandemic, storms, wild fires, and other disasters. The County of Monterey EMS Agency thanks our EMS Providers and everyone at their agencies who work hard to support them and make it possible for them to perform their work.

Communications Centers
- County of Monterey Emergency Communications
- American Medical Response

Ground Ambulance Service Providers
- American Medical Response (AMR)
- City of Carmel Fire Ambulance
- Fort Hunter Liggett Fire Department
- Monterey County Regional Fire District

Air Ambulance Service Providers
- CALSTAR Air Medical Services
- Mercy Air Services

Fire Departments
- Big Sur Fire
- Cachagua Fire Protection District
- CAL Fire
- CTF Fire Department
- Fort Hunter Liggett Fire Department
- Gonzales Fire Department
- Greenfield Fire District
- King City Volunteer Fire Department
- Marina Fire Department
- Mid Coast Fire Brigade
- Monterey County Regional Fire District
- Monterey Fire Department
- North Monterey County Fire District
- Presidio of Monterey Fire Department
- Salinas Fire Department
- Seaside Fire Department
- U.S. Forest Service

Hospitals and Medical Centers
- Community Hospital of the Monterey Peninsula
- Mee Memorial Hospital
- Natividad
- Salinas Valley Health

Law Enforcement Agencies
- California Highway Patrol – Monterey
- Carmel Police Department
- Del Rey Oaks Police Department
- Gonzales Police Department
- Greenfield Police Department
- King City Police Department
- Marina Police Department
- Monterey County Sheriff's Office
- Monterey Police Department
- Pacific Grove Police Department
- Salinas Police Department
- Sand City Police Department
- Seaside Police Department
- Soledad Police Department

EMS OPERATIONS

EMS operations include many of the logistical and practical considerations involved in ensuring that appropriately trained EMS personnel reach patients in need of medical assistance in a timely and safe manner. Ensuring the availability of highly trained EMS responders begins with the initial training received, continues with certification and accreditation processes, and is maintained through continuing education and training. Two key components of EMS operations are dispatch operations and field operations. Dispatch operations ensures that the needed resources arrive expeditiously while field operations involve the actual response to an incident by EMS System field personnel.

EMS System Personnel

The provision of Emergency Medical Services (EMS) is amazingly dynamic. EMS providers never know what types of illnesses or injuries they will encounter on their shift when they start the day. It is part of the appeal of the job knowing that each day will likely be different than any that came before.

While each day is different for each EMS provider, change in EMS systems is also inevitable. Some changes are related to research that shows a better way to provide a service or procedure, Other changes are due to new equipment that provides a better way to provide care for the patient. 2025 was no different as EMS personnel were authorized to perform a reintroduced procedure and also had to learn new and updated policies guiding their care for a variety of patient conditions.

Looking forward, 2026 will be a momentous year in that it will be the 60th anniversary of the establishment of EMS as an organized system. It is also the 40th anniversary of the first paramedics based in the County of Monterey providing advanced life support care.

Emergency Medical Responder (EMR)

Most EMS personnel who function at the EMR level are volunteers in the rural areas of the county. EMR training continues in these areas as a way to utilize people in a first responder role who would otherwise not volunteer with the local fire agency due to the time and other requirements to become an EMT.

Due to the time it may take for an ambulance to arrive in a rural area, EMRs have significant responsibility for patient care. EMRs are provided the greatest amount of tools permitted under State regulation. This exceeds the usual training for those at the EMR level. One example of this is that in the County of Monterey, EMRs are allowed to provide an auto-injector based antidote for organophosphate poisoning to other responders who may have been contaminated. Training in, and the use of, traction splints is also permitted under the scope of practice for EMRs functioning within the Monterey County EMS system as another example.

Currently, there is not a certification in California for EMRs. EMR is a training course that provides a course completion certificate to document the training. The EMS Agency is responsible for approving the training program, course content, and testing materials. It is through this approval process that the EMS Agency ensures that EMR-trained responders are capable of providing the level of care in which they have been trained.

Emergency Medical Technician (EMT)

EMTs working within the County of Monterey EMS system are authorized to provide care at a higher level than the basic statewide scope of practice. While functioning as part of the EMS system, EMTs are trained and equipped to provide treatment for severe allergic reactions through the use of an epinephrine auto-injector. They can also check the patient's blood sugar with a glucometer and

administer naloxone for suspected opioid overdose. EMTs employed by AMR and some fire districts have also been trained and are authorized to provide CPAP for breathing difficulty and place a supraglottic airway to help maintain an open airway for the unconscious patient that cannot maintain their own airway.

Paramedic

Paramedics have the greatest scope of practice and responsibilities. They provide care at the advanced life support (ALS) level. Paramedics are entrusted with assessment of the patient at an advanced level using their training and experience to assess the patient's condition and to properly use the tools provided to them such as a 12-lead EKG for assessing a patient's heart rhythm, end-tidal CO2 monitor for assessing a patient's respiratory status, and a glucometer for measuring the patient's blood sugar. After performing an assessment of the patient, the Paramedic is able to treat the patient with multiple medications, provide advanced airway placement to ensure a clear path to assist the patient's breathing, and even provide external cardiac pacing when the patient's heart beat is too slow.

EMT Certification

Certification of the EMT provides verification that the individual has completed the training requirements for certification and passed a criminal and medical background check to ensure that they have met the statutory and regulatory requirements for EMT certification. The EMS Agency requires each EMT to complete the California Department of Justice Live Scan criminal background check. The EMS Agency also performs a check with the National Practitioner Data Bank for potential concerns related to the provision of medical care and healthcare licenses and certificates. The EMS Agency is diligent in completing these tasks to fulfill our obligation to protect the health and safety of the public.

Paramedic Accreditation

Accreditation is an authorization for an individual who is licensed or certified to perform specific tasks and procedures which are included in the individual's scope of practice. This is different than licensure which generally ensures that the individual possesses the knowledge and competency for the level of licensure described. The California EMS Authority licenses Paramedics. Authorization to practice as a Paramedic in the County of Monterey is the accreditation process provided by the EMS Agency.

Initial accreditation requires the Paramedic to pass a written test on his/her knowledge of EMS policies and protocols and, while being evaluated by a field training officer, demonstrate his/her ability to capably and competently function in the prehospital environment. The EMS Agency also requires the Paramedic to have completed several nationally recognized courses. These include Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) or equivalent, and Prehospital Trauma Life Support (PHTLS) or equivalent.

To maintained continued accreditation, Paramedics must meet specified requirements which include annual EMS policy review, annual skills demonstration of specified procedures, and maintenance of current training in CPR, ACLS, PALS, and PHTLS or equivalent courses. The EMS Agency reviews each paramedic every two years from his/her initial accreditation to ensure that he/she continues to meet the training, skills maintenance demonstration, and policy review requirements.

Emergency Medical Technician (EMT) Training Programs

EMT training has come a long way in the last 50 or so years. What started out as a way to standardize training and skills for ambulance attendants in an 81-hour course is now a training course of at least 170 hours. While still holding on to the basics such as patient assessment and first aid practices, EMT training programs are teaching the life-saving skills of epinephrine auto-injector for severe allergic reactions, naloxone for drug overdose, tactical casualty care, and blood sugar monitoring. Not so long ago, this was the domain for paramedics. We have come a long way.

The two training programs in the County of Monterey have highly qualified instructional staff teaching our EMT programs. Not only are the instructors clinically proficient, but all primary instructors have completed a 40-hour course in teaching methods.

Both EMT programs are making use of technology to enhance the student experience. High-fidelity manikins provide amazing realism. Many people, new students and visitors alike, often mistake the manikins for people when they first enter the classroom.

The EMS Agency is responsible for approving and monitoring EMT training programs held within the County of Monterey. Training program approval is granted for up to four (4) years for programs that meet State and local requirements. Monterey Peninsula College (MPC) and Hartnell College offer EMT training programs. The EMS Agency conducted reviews of the two training programs in 2023.

In addition to conducting periodic reviews of the EMT training programs, EMS Agency staff often ask the new EMT applicants what they thought of their EMT training program. Invariably, the response is highly positive and the EMT applicants feel that their EMT training program gave them the foundation they need to function as an EMT.

Paramedic Training Program

The EMS Agency was asked to review and approve an application for a new paramedic training program in 2025. An established paramedic training program operated by NCTI (a branch of the AMR group of companies) in Santa Cruz County requested approval to operate in Monterey County after losing their training site in Santa Cruz. The EMS Agency provided the review and completed the approval process in an expedited manner. This quick action was crucial to allow the NCTI program to coordinate clinical and field internship placements of their students with the established paramedic training program run by the South Bay Regional Public Safety Training Consortium at Monterey Peninsula College (MPC).

The NCTI program completed their classroom training and are completing their field internships as the year came to a close. According to their lead instructor, the initial NCTI class consisted of some of the best and most motivated students he has ever had. This is high praise as this instructor had previously spent many years as the lead instructor and program director of a well-respected Bay Area paramedic training program.

The South Bay Consotium course at MPC continues to graduate students with an excellent rate of student success on the paramedic licensure exam. The students in this course are primarily employed by fire departments and districts. Upon completion of the course, they are put to work following their department's orientation to their new position.

Monterey County is fortunate to have two exceptional paramedic training program located here. These education institutions help provide training for local EMTs to advance to the paramedic level and provide some assistance with EMS staffing shortfalls and challenges.

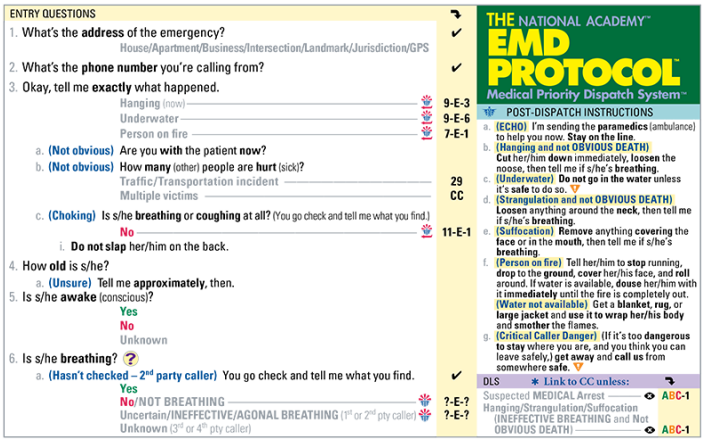
Emergency Medical Call Dispatch

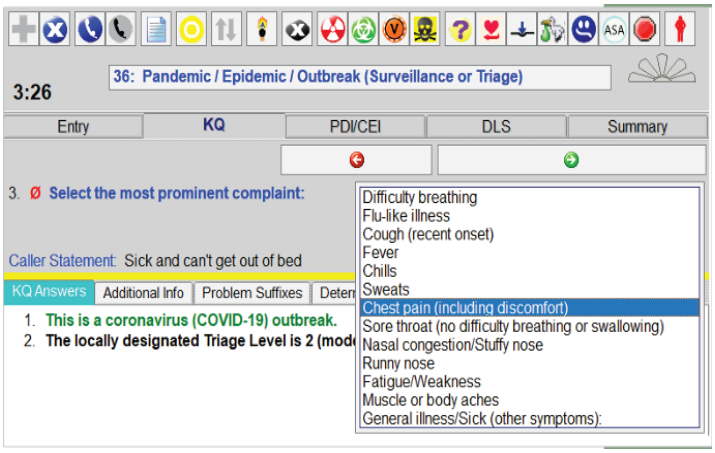
9-1-1 Call Receipt

Calling 9-1-1 is the first connection between the person needing emergency medical services and the EMS System. Monterey County Emergency Communications Department (MCECD) receives the majority of 9-1-1 calls placed in the County of Monterey. The California Highway Patrol (CHP) also maintains a dispatch center in the County of Monterey and receives a portion of 9-1-1 calls made by cell phone within the County of Monterey. Most of the 9-1-1 callers reporting a medical emergency are transferred to the EMS Dispatch Center, operated by AMR, the County's contracted ambulance service provider, for further processing. However, 9-1-1 calls such as those involving an active shooter or other dangerous situations may be retained by MCECD personnel as they gather information necessary for the safety of all emergency responders.

EMS Dispatch

The EMS Dispatch Center (EMS Dispatch) is operated by AMR, the County's ambulance services provider. The EMS Dispatch Center is staffed with dispatchers who are certified Emergency Medical Dispatchers (EMDs) who have been trained in the Medical Priority Dispatch System (MPDS). MPDS is a well-researched and unified system used to prioritize medical calls and dispatch appropriate aid to medical emergencies. The goal of MPDS is to prioritize the highest-acuity medical emergencies so they receive the fastest response from the closest available resources. EMDs use MPDS for caller interrogation to ensure that appropriate pre-arrival instructions are provided to assist the patient or reporting party until responders arrive. This may be through guidance in performing cardiopulmonary resuscitation (CPR), control of serious bleeding, childbirth, choking, or assistance with other types of medical emergencies.





Ambulance Services

A primary function of the EMS Agency is to ensure there are adequate and effective ambulance services throughout the County of Monterey. The current agreement with the designated ambulance services provider is effective until the end of January 2026. The ambulance services provider contract covers response to 9-1-1 calls, interfacility transports for patients who need continued medical monitoring during transport from one medical facility to another, and medical standby services at special events within the county.

Contract Compliance

The current agreement for ambulance services requires a high level of performance by American Medical Response (AMR). The EMS Agency meets with AMR to monitor performance and to address issues that could hinder performance. A Contract Compliance Working Group (CCWG) comprised of citizen representatives, EMS Agency staff, and AMR leadership, monitors AMR's performance by reviewing a wide range of metrics to maintain a system that delivers vital pre-hospital emergency medical services to the community.

QUALITY ASSURANCE AND IMPROVEMENT

EMS is a dynamic and ever-evolving field that requires the EMS Agency and its partner agencies to collaborate closely. This teamwork ensures that the communities we serve not only receive the highest quality care today but are also prepared for the changes that lie ahead. To achieve this, it's essential for the EMS Agency to have strong Quality Assurance (QA) and Quality Improvement (QI) programs in place. The goal is to make decisions based on data-driven evidence that prioritize the best interests of our patients. These principles guide everything the EMS Agency does, from reviewing EMS policies and protocols annually to creating local optional scope of practice (LOSOP) programs that enhance care options for the residents of Monterey County. Our QA and QI initiatives are vital in ensuring that the county's residents and visitors receive the best possible patient care and that our EMS providers are fully supported.

The EMS QA/QI program ensures that EMS professionals follow policies, regulations, and protocols and meet performance metrics that enable the best patient outcomes. The EMS Agency achieves this through case reviews during QI committee meetings, consistent data monitoring, and unusual occurrence reports. QA is about ensuring that EMS professionals are doing things the right way. For any QI program to be effective, a solid QA system must be in place to provide confidence that performance is at the expected level before any improvements are made.

The QI program focuses on assessing the impact of existing systems rather than evaluating individual

actions. It challenges the EMS Agency to ask: “What are we doing now?” and “Is there room for improvement?” This ongoing evaluation ensures that the services provided by the EMS Agency and our allied agencies meet not only the public’s needs and expectations but also clinical standards and best practices. Our Health Data Exchange (HDE) program provides in-field patient care information to hospitals and allows EMS providers to have access to patient outcomes from the hospital. Hospitals can now better understand the work field providers do, while EMS providers can accurately evaluate the care they provide, all while the EMS Agency evaluates the effectiveness of our policies, protocols, and guidance and the impact it has on patient care in the County of Monterey. Moving forward, the EMS Agency will take advantage of other programs like HDE to continue to lead and improve the EMS system.

Unusual Occurrence Reports

An important component of the EMS Agency’s quality assurance and improvement programs involves identifying improvement opportunities, whether individual or system-wide. The EMS Agency has established a process by which anyone can submit a report regarding an incident, situation, or concern relating to the EMS System. These submissions are known as Unusual Occurrence (UO) reports. EMS Agency personnel review all available information pertinent to the UO report, compile a summary of the UO, and draft recommendations for any needed actions based on their review.

Depending on the findings, actions may include identifying individual educational opportunities, performance improvement plans, disciplinary action, system-wide changes or training, or some combination of these items. Some reviews do not result in a need for action or may result in a recognition of clinical excellence.

Unusual Occurrence Reports are reviewed within a “Just Culture” framework, which focuses on evaluating the system surrounding individual actions to identify opportunities for improving processes and design. "Just Culture" refers to a system of shared accountability, where the EMS Agency is responsible for the systems we've put in place and for addressing EMS provider behaviors in a fair and just manner. In turn, EMS providers are accountable for the quality of their decisions and for reporting both errors and system vulnerabilities. The aim is to create an environment that prioritizes learning from mistakes to drive continuous quality improvement.

POLICY AND PROTOCOL DEVELOPMENT

It is the policies and treatment protocols that provide structure within the EMS System. These documents set standards for the medical care of the patient, direction for transport destination decisions, coordination and interactions between the various providers and organizations, and the management and coordination of the EMS System itself.

To ensure policies and protocols remain current, the EMS Agency, in collaboration with agency partners, reviews all existing policies and protocols regularly. The EMS Agency also develops new policies and protocols to ensure compliance with new, or changes in existing regulation, and to reflect best practices.

SPECIALTY CARE SYSTEMS

Within every EMS System, there are systems of specialty care designed to get patients with specific, serious conditions to a hospital capable of treating their condition. In the County of Monterey, the specific conditions addressed with specialty care systems are: ST Segment Elevation Myocardial Infarction (STEMI), Stroke, and Trauma.

EMSA, through its regulations, tasks the EMS Agency with:

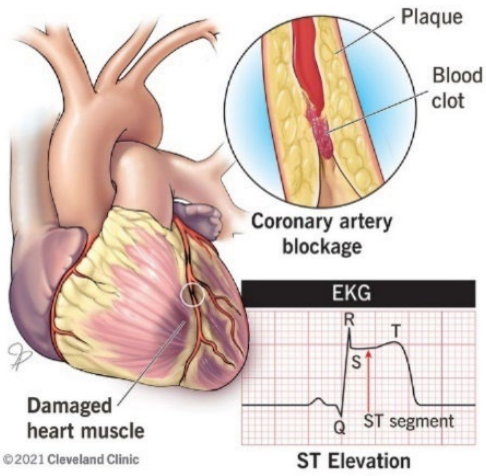
- Developing plans addressing the provision of specialty care services within the County of Monterey.
- Designating facilities to provide specialty care services. This designation process consists of the creation and adoption of standards for facilities related to topics such as staffing, personnel qualifications, facility and equipment availability, internal hospital written policy and procedure requirements, and quality improvement processes. Additionally, the EMS Agency conducts a review of written documentation and a site survey of the hospital. Once the EMS Agency has verified that a facility meets the established standards for a given specialty care service, the Agency works with the facility to implement a designation agreement. Specialty Care Centers must apply for redesignation on an established timeline.
- Ensuring that EMS providers are trained in the specialty care patient identification criteria, patient care methodologies, and treatment protocols.
- Developing a process for early notification of the facility of the impending arrival of a specialty care patient.
- Developing policies that provide a clear understanding of the structure of the specialty care system and the manner in which it utilizes the available resources.
- Collecting and analyzing data related to each specialty care service.
- Developing a process for periodic performance evaluation of each specialty care system.
- Developing and overseeing quality assurance/improvement (QA/QI) processes and committees for each specialty care system.
- Ensuring that specialty care service providers and other hospitals that treat specialty care patients participate in quality improvement processes.

The EMS Agency oversees QA/QI for the County of Monterey specialty care systems. Each specialty care system has its own QA/QI committee. Representatives from the STEMI, Stroke, and Trauma systems collaborate together in their respective committees to identify systemic issues and develop solutions to enhance system performance. The committees bring together representatives from the EMS system such as the MCECD, EMS Dispatch Center, first responder agencies, ground and air ambulance providers, law enforcement, the Coroner's Office, and representatives from the various specialty care and non-specialty care hospitals in the County of Monterey, to help improve the system and streamline communication among organizations. Each group reviews data specific to its specialty care area, provides input regarding policies, assists in the development of effective treatment protocols, serves as a forum for education, and functions as a peer review group by conducting regular case reviews. Information and improvements gleaned from the QA/QI meetings are communicated back to stakeholders throughout the EMS System.

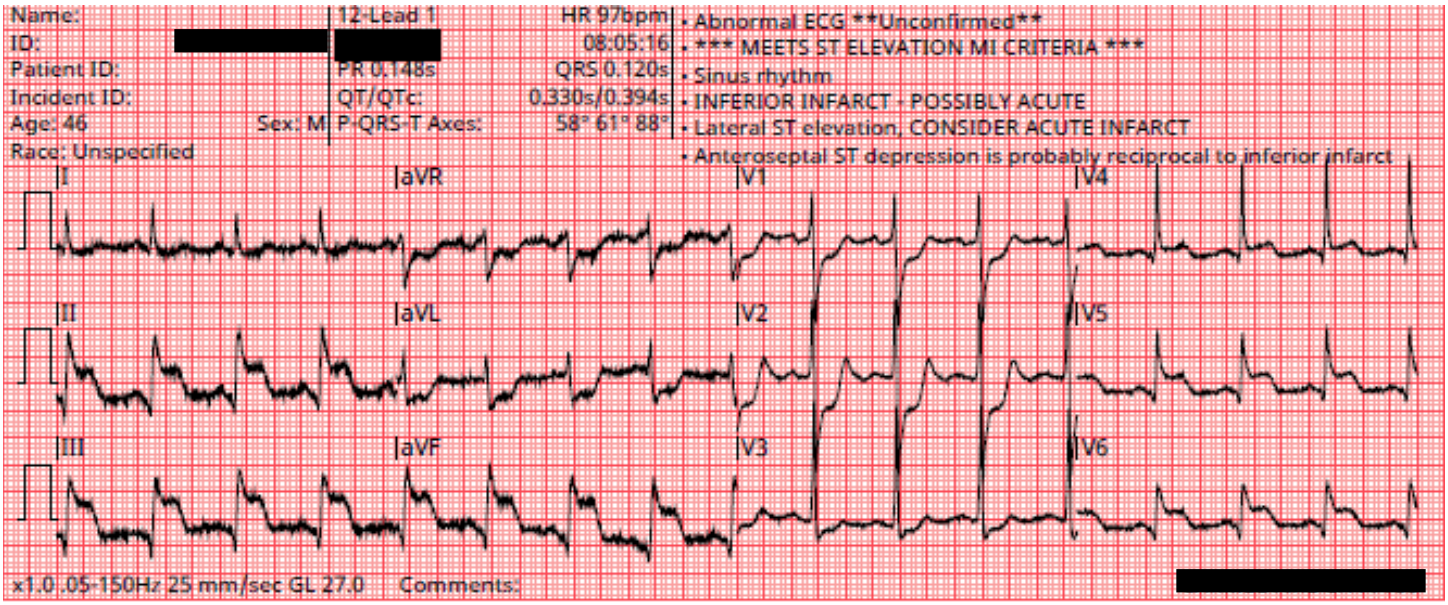
The specialty care systems in the County of Monterey are described below.

STEMI System of Care

STEMI is an acronym for S-T Elevation Myocardial Infarction (STEMI). A "STEMI" is a particular type of heart attack (The technical term is Myocardial Infarction) where the blockage of one or more arteries in the heart needs to be opened quickly. The heartbeat of the STEMI system is in quick recognition of the STEMI by the Paramedic, rapid transport of the patient, early notification to the hospital by the Paramedic, and prompt treatment in the Catheterization (Cath) Lab at the hospital.



Each of these components of the STEMI system are critical to obtaining the best outcome for the patient. Each component of the system must be performed quickly and acted upon promptly. Early recognition of a STEMI requires prompt application of a 12-Lead capable heart monitor. A 12-Lead EKG that shows STEMI must lead to early transport of the patient. The patient must be transported to a designated STEMI Center that has the staff and facilities to care for this patient. The Paramedic will transmit the EKG to the hospital and also contact the hospital to provide a “STEMI Alert”. At the designated STEMI Center, the ED physician needs to activate the Cath Lab team and interventional cardiologist so that the patient may be brought to the Cath Lab as soon after arrival as possible to have the blockage cleared.



Through the STEMI Quality Improvement (QI) process, the EMS Agency, along with local hospitals and paramedic service providers, reviews data related to the provision of STEMI care. The data shows that the County of Monterey STEMI system does well in getting STEMI patients into the cardiac catheterization lab by providing early notification from the paramedics to the hospital consistently leading to having a “Door to treatment” time of 90 minutes or less in 80% of patients. Data review shows that almost all patients who didn’t meet the benchmark needed aggressive care in the ED before they were stable enough to to to the cardiac cath lab. The EMS Agency also started measuring the first medical contact to treatment time in 2025. Closer review of this measure will take place in 2026.

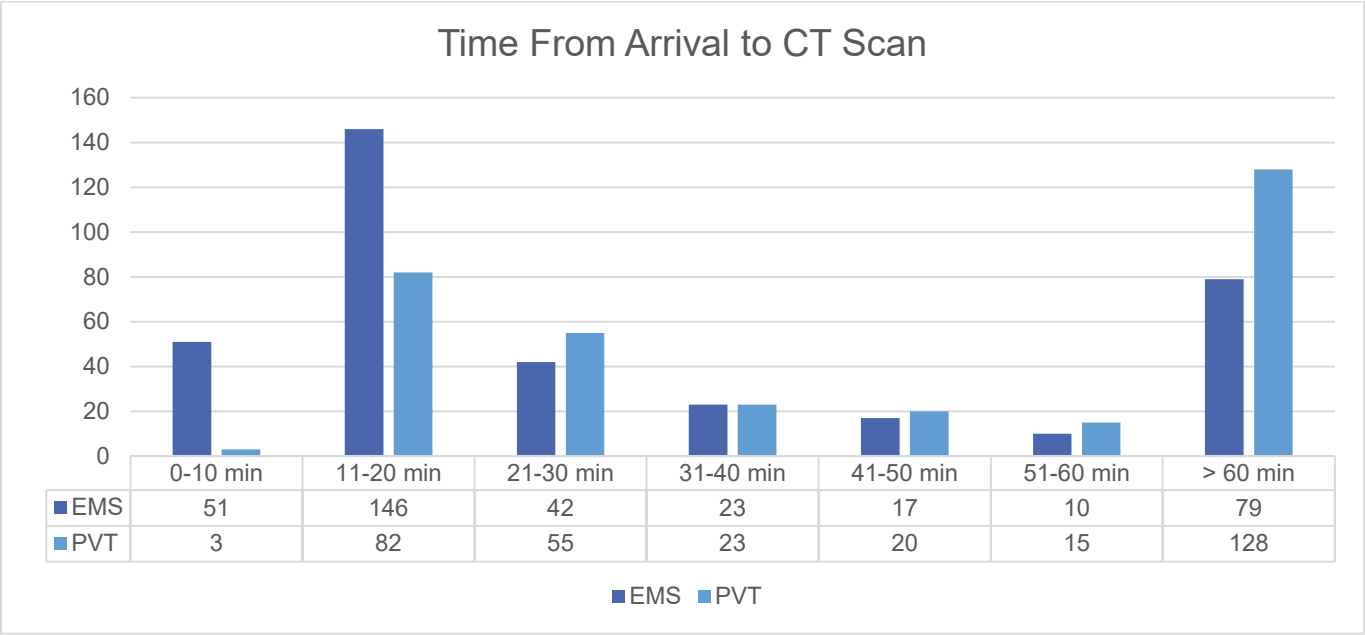
Stroke System of Care

Stroke is a time-critical illness that occurs because the blood supply to part of the brain is interrupted resulting in the loss of brain cells that cannot be replaced. Stroke is a condition that directly affects the most critical area of a person. Therefore, time is critical to restore blood flow to prevent death of brain cells and to give the patient the best chance for recovery and ability to function as they did before the stroke. Most strokes are caused by the blockage of a blood vessel, multiple blood vessels, or by a blood clot. Some strokes are caused by a blood vessel breaking which both prevents blood flow beyond the break and causes bleeding into the brain. There are other causes of stroke such as a brain tumor, but they are less common.

In order to save brain cells after a stroke, the patient must be identified as having a stroke and receive the necessary care. This sounds easy, but many people wait to see if the symptoms go away before seeking assistance. Others will recognize that something is wrong and either contact their own physician or go to the hospital by private car. By going to the hospital by car, the patient risks going to a hospital where the patient may not receive the optimum care that a designated stroke center can provide.

EMS personnel are trained to recognize stroke using the acronym BEFAST to assess the patient for signs and symptoms of stroke. Balance disturbances, facial droop, and slurred speech are a couple of things EMS looks for to assess for a potential stroke. When a stroke is identified, the patient is usually transported emergently with lights and siren activated to get the patient to the hospital quickly. EMS will also ensure that the patient is transported to a designated Stroke Receiving Center that is prepared to rapidly move the patient to the CT scan for brain imaging. This is to help determine the cause of stroke. If the patient is determined to have a blockage as the cause of stroke, and the patient doesn't have another condition that precludes treatment, a medication that dissolves the clot is administered. A patient transported to a designated stroke center also receives the advantage of a continuum of care that includes multiple types of rehabilitation services to assist the patient in regaining as much functionality as possible.

Another benefit that EMS brings to the patient with stroke is the early notification provided to the Stroke Receiving Center so that the hospital is ready for the patient. The chart below highlights the benefit to the patient in getting into the CT scan by using EMS transport over self-transport.



	0-10 min	11-20 min	21-30 min	31-40 min	41-50 min	51-60 min	> 60 min
EMS	51	146	42	23	17	10	79
PVT	3	82	55	23	20	15	128

EMS data related to stroke showed that patients identified as potential stroke patients through the Emergency Medical Dispatch (EMD) call determinant and call prioritization process were transported from the scene faster by EMS than those patients who did not have an EMD determination of stroke. This was true whether or not the reported signs and symptoms of stroke were obvious to the person calling 911.

Trauma System of Care

The County of Monterey's trauma system of care was initiated in January 2015. Since that time, the County has provided specialty trauma care to thousands of patients with traumatic injuries. The County's system of EMS Dispatch and pre-arrival instructions, EMS field triage, rapid transport to a Trauma Center, and care by a dedicated and specially trained trauma team has resulted in lives saved and a reduction in disabilities associated with traumatic injuries.

Natividad is the Trauma Center designated by the EMS Agency to serve the County of Monterey. Natividad is accredited by the American College of Surgeons (ACS) as a Level II Trauma Center for adult patients. In November 2025, the ACS reviewed Natividad's delivery of trauma services and renewed their accreditation for another three year period. The EMS Agency is tasked with ensuring that Natividad provides care in a manner consistent with EMSA and ACS requirements.

Pediatric patients with critical or serious injuries are usually transported by air ambulance to a Pediatric Trauma Center in Santa Clara County.

The EMS Agency bases our trauma triage criteria on the National Guideline for the Field Triage of Injured Patients published by the ACS. This system categorizes the severity of the patient's injuries and helps ensure that patients with life-or-limb threatening injuries are rapidly identified and triaged to the closest, most appropriate Trauma Center. A similar triage system helps emergency department physicians at non-trauma center hospitals rapidly triage patients who arrive by means other than an ambulance and immediately transfer patients meeting trauma triage criteria to an appropriate Trauma Center.

DISASTER MANAGEMENT

California's disasters often have an impact on public health and the medical system. EMS is a key part of the countywide disaster management system. EMS providers are usually the first medical care teams to arrive at the scene of a disaster. Thus, EMS must be prepared to successfully respond to the public health and medical consequences of disasters.

The EMS Agency's Role in Disaster Management

The EMS Agency takes the lead in ensuring that EMS service provider agencies are prepared to respond to disasters and mass casualty incidents (MCIs) involving multiple patients. Advance preparations include building a robust system of mutual aid partners, regulating medical supply inventories, participation in training and exercise opportunities, and drafting and editing various disaster-related plans.

The EMS Agency provides staff to serve as an EMS Duty Officer. This position is on-call 24 hours per day, every day of the year. EMS Communications notifies the EMS Duty Officer of significant incidents providing the EMS Agency with situational awareness. The EMS Duty Officer confers with responding agencies and provides guidance as needed.

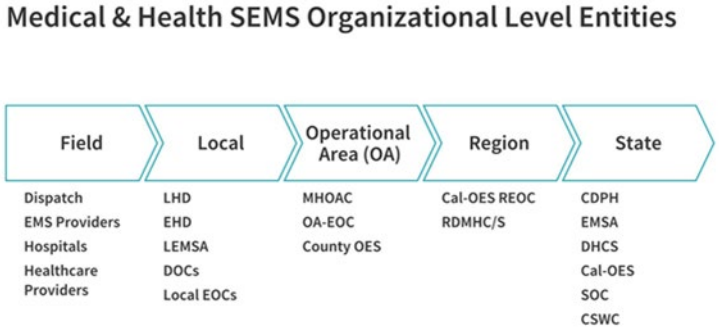
Depending on the scope and scale of the incident, the EMS Duty Officer may also decide to activate the Medical Health Operational Area Coordinator or MHOAC.

Medical Health Operational Area Coordinator (MHOAC)

The Medical Health Operational Area Coordinator (MHOAC) is a role with a set of duties defined by California Health and Safety Code Section 1797.153. These regulations task the MHOAC with responsibility for seventeen essential functions related to health and medical needs. During normal

operations, the MHOAC is responsible for collaborating with local and regional emergency planners to develop and maintain medical and health disaster plans. In the County of Monterey, the EMS Agency staffs the MHOAC position and maintains a 24-hour-per-day, 365-days-per-year single point of contact for the program.

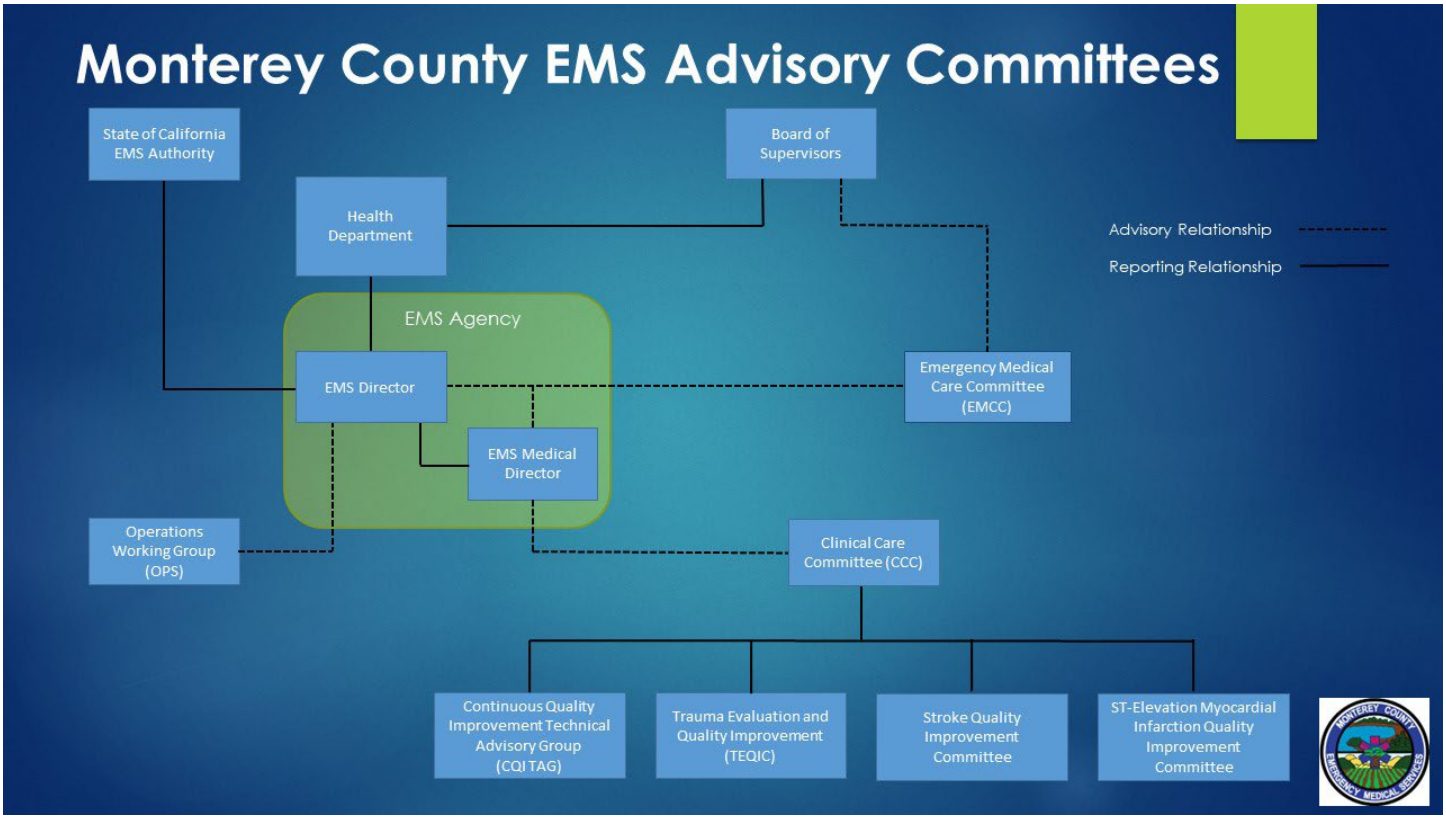
When the local Department of Emergency Management (DEM) activates the Emergency Operations Center (EOC) due to a declared emergency, the MHOAC role becomes one of heightened significance. In the event of a local, state, or federal declaration of emergency, the MHOAC performs essential functions within the Operations Branch of the EOC and becomes a primary point of contact for the coordination of medical and health resources between local, regional, and state authorities. Largely concerned with the procurement and distribution of necessary resources during emergencies and disasters, the MHOAC becomes increasingly vital to an effective emergency response the longer an emergency persists.



EMS ADVISORY COMMITTEES

There is one primary advisory committee to the EMS Agency, the Emergency Medical Care Committee (EMCC). Additionally, there is a clinical advisory committee, the Clinical Care Committee (CCC) and an operational advisory group, the Operations Working Group (OPS). These committees and working group are made up of members from various components of the EMS System, and in the case of the EMCC, members of the public. The EMS Agency seeks the wisdom, knowledge, and experience of individuals who provide the care and directly manage the response and care provided by their organizations, and those who live within the County of Monterey. Each member provides a unique perspective on EMS issues as a representative of his/her constituency. The varied viewpoints from our committee and working group members help ensure that the EMS Agency makes effective decisions with regards to policies, treatment protocols, and system function. The members of our committees and working group play an additional vital role in communicating system changes to other members of their constituencies.

The graphic below illustrates the relationships between EMSA, the Board of Supervisors, the EMS Agency, and the EMS Advisory Committees.



Emergency Medical Care Committee (EMCC)

The EMCC is a Board of Supervisors appointed committee whose purpose is to advise the Board of Supervisors and the EMS Director on EMS system issues. The EMCC receive regular reports regarding ambulance contract compliance, fire-based ambulance response times, ambulance patient off-load times, MHOAC activities, the EMS Plan, EMS training program reviews, and the Health Data Exchange.

The EMCC is comprised of individuals representing a broad constituency including hospital administrators, ED physicians, ALS and BLS fire agencies, law enforcement, County of Monterey Parks Department, the ambulance services contractor, Paramedics and EMTs, law enforcement, city managers, and the public. It is desired to have the three public representatives be from different areas of the County to represent the Monterey Peninsula, Northern Salinas Valley, and the South County area. Additionally, the Directors of the Department of Emergency Management and the Monterey County Emergency Communications Department serve as ex-officio, non-voting members of the EMCC.

The EMCC provides an annual report of its activities to the EMS Agency and to the County of Monterey Board of Supervisors.

The EMCC had a significant change in membership in 2025 as a couple of long-term members stepped down and were replaced with new members as shown in the EMCC Annual Report to the Board.

Clinical Care Committee (CCC)

The CCC has a clinical focus and serves as an advisory group to the EMS Medical Director and the EMS Director on medical control and other medical issues. This committee includes representatives from County of Monterey hospitals, first-responder agencies, ground and air ambulance providers, and law enforcement agencies. The CCC is where treatment protocols and policies are reviewed and our EMS stakeholders from the field and hospitals are able to provide their viewpoints and advice so that policies and protocols comply with regulations and reflect best practices. These efforts are undertaken to ensure that patients receive the best possible care from the EMS System.

Operations Working Group (OPS)

The OPS Working Group focuses on operational issues, system strategy, and coordination and serves as an advisory group to the EMS Agency Director. OPS is comprised of first-responder agencies, ground and air ambulance providers, law enforcement, a Emergency Communications Department (ECD) representative, a representative from a Paramedic Base Hospital, and Paramedic and EMT representatives from the County of Monterey EMS System. The EMS Medical Director serves as an ex-officio, non-voting member.

2025 EMS SYSTEM DATA

EMS SYSTEM PERSONNEL TRAINING

The number of students completing EMT training increased by nearly 30% in 2025. The number of students completing paramedic training increased by 83%. The significant increase in the number of paramedic students can be attributed to the establishment of a new second paramedic training program in Monterey County.

2025 EMT Student Training

Training Program Name	Initial Training	Refresher Training
Hartnell College	87	0
Monterey Peninsula College	89	6
TOTAL	**176**	**6**

2025 Paramedic Student Training

Training Program Name	Students Completing the Course
Monterey Peninsula College – South Bay Regional	18
NCTI	15
TOTAL	**33**

CERTIFICATION AND ACCREDITATION APPLICATIONS PROCESSED

Certification of EMTs and accreditation of paramedics are core functions of the EMS Agency. On average, the EMS Agency processes approximately 50 applications for EMT certification or paramedic accreditation each month. Each application is carefully reviewed to ensure each applicant has fulfilled the requirements to receive certification or accreditation. The EMS Agency received about 25 more applications, an approximately 8.5% increase, for EMT certification and recertification in 2025 than in 2024. The number of paramedic applications for initial and continued accreditation in Monterey increased by about 30 applications, an approximately 25% increase, in 2025 compared to 2024.

The increase in both EMT and paramedic applications were likely linked to the increased in the number of students completing initial EMT and paramedic training in Monterey County. As many EMS response agencies have faced staffing shortfalls in the recent years, we are hopeful that this is an encouraging sign for response agency staffing capabilities. Sufficient staffing is crucial to the provision of quality EMS care.

Applications Processed by the EMS Agency in 2025

EMT		Paramedic	
Initial EMT Certification	100	Initial Paramedic Accreditation	41
EMT Certification Renewal	232	Continued Paramedic Accreditation	113
Transfer of EMT Certification	13	Reinstatement of Paramedic Accreditation	0
Reinstatement of EMT Certification	28		
Applicant did not complete the application process	8		
Total EMT Applications	**381**	**Total Paramedic Applications**	**154**

Health Department Performance Measure – Application Processing Times

State regulations require the EMS Agency to process applications for initial or continued EMT certification within 14 calendar days from the date of receipt of a completed application. EMSA has not instituted a time requirement for the processing of applications for paramedic accreditation. Internally, the EMS Agency utilizes 10 business days as our application processing standard for applications from both EMTs and Paramedics.

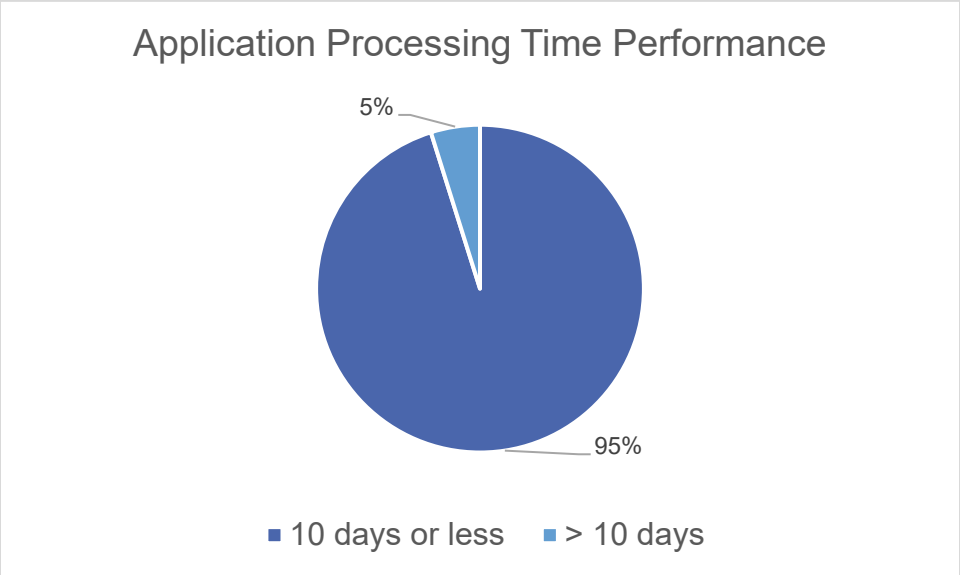
The EMS Agency established application processing time as one of our Performance Measures for the Health Department.

As illustrated in the following chart, the EMS Agency has performed well in completing application processing in a timely manner and meeting our Performance Measure goal of 90%. . Those applications that required more than 10 days to process were typically missing required documents that prevented prompt processing of the application.

The following table and chart demonstrate the EMS Agency's success in meeting this Performance Measure goal.

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	2025
Total Applications	124	166	127	101	518
10 days or < processing time	113	163	126	89	491
11 days or > processing time	9	3	1	12	25

**Data Note: The number of applications in these charts differs due to a difference in the applicant pools examined. The first chart reflects applications processed during 2025 and does not include applications received in 2025, but processed in 2026. The second chart reflects all applications received in 2025 other than those applications that were returned or withdrawn.*



AMBULANCE SERVICES PROVIDER CONTRACT ADMINISTRATION

Factors that makes an ambulance services contract successful include establishing and maintaining consistent monitoring of key performance measures, as well as strong, close collaboration between the EMS Agency and the ambulance services provider. In this section, we highlight three of the key performance measures. These measures were selected because they are critical to ensuring timely and appropriate response to emergency medical calls to meet the needs of our community.

EMERGENCY MEDICAL CALL DISPATCH

In the County of Monterey, the contracted ambulance service provider is responsible for providing the dispatch services for emergency medical calls. The current contract for ambulance services requires the contractor's Emergency Medical Dispatchers to process calls for emergency medical services in 60 seconds or less. In that time, Dispatchers utilizing MPDS perform the call interrogation to prioritize calls and dispatch ambulances according to the acuity of the calls, thus ensuring that the highest acuity medical emergencies receive the fastest response from the closest available resources.

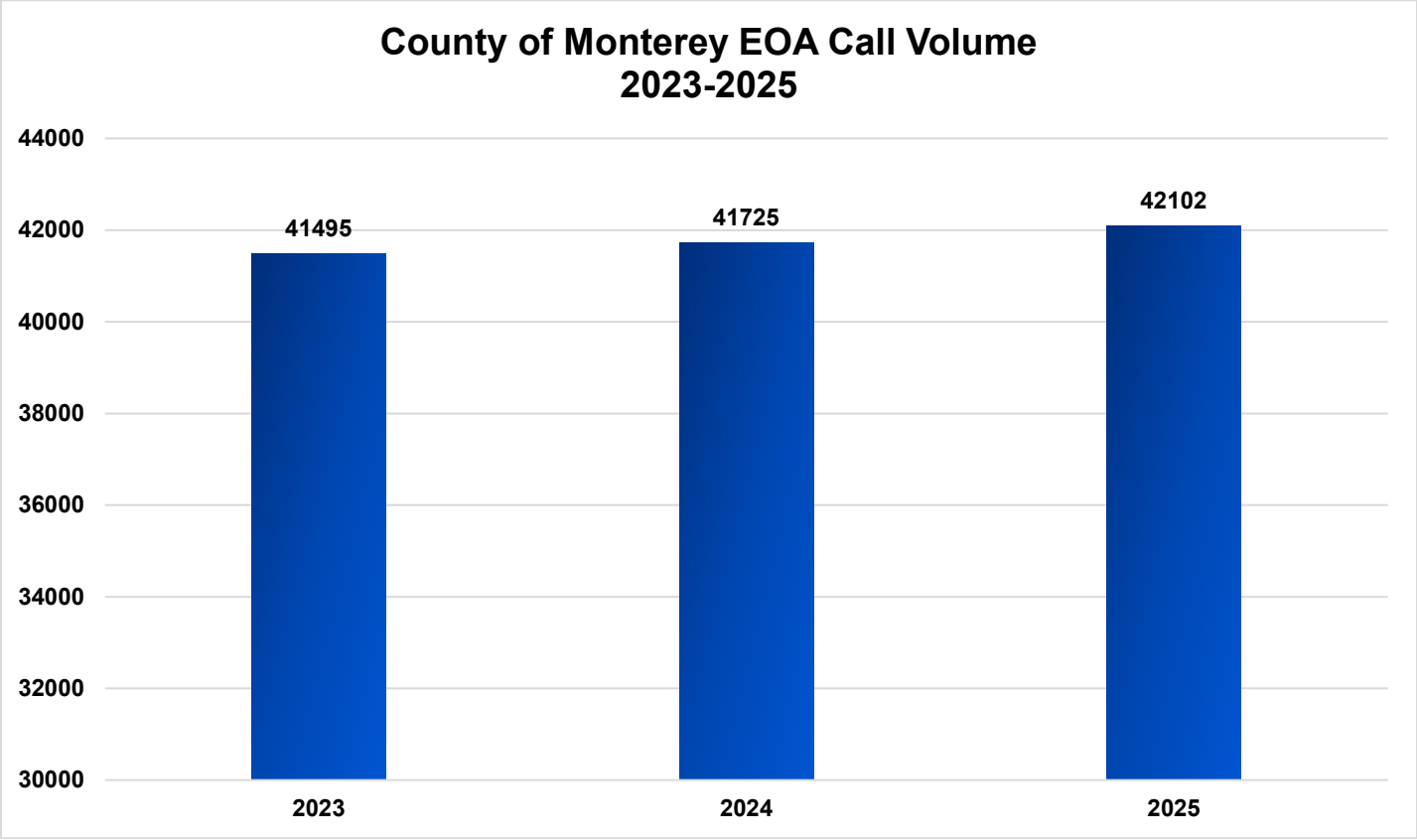
In 2025, Emergency Medical Dispatchers "EMD'd" 72% of emergency medical calls for service. In order for a call to be considered "EMD'd," it must have a determinant code. Determinant codes are assigned to calls after the dispatcher finishes questioning the caller. The determinant code indicates the type of medical emergency reported by a caller and categorizes the level of urgency based on the reported signs and symptoms. It helps dispatchers determine the appropriate response and resources needed.

Year	Total Calls	Number of Calls EMD'd	Percentage of Calls EMD'd
2021	31,740	21,690	68%
2022	33,377	23,904	72%
2023	35,293	25,436	72%
2024	34,676	25,515	74%
2025	35,170	25,219	72%

AMBULANCE SERVICES
Ambulance Call Volume

For the purpose of the provision of timely ambulance services, the county of Monterey has been divided into zones and specific performance requirements have been put in place to ensure timely response to emergency medical calls. The zones and their corresponding response time requirements take into consideration the acuity of the calls, the large geographic area that must be covered, and the difficulty in providing the services in the more remote, hard-to-serve areas. Given that changes such as population increases/decreases can directly affect the provision of emergency medical services (e.g., an increase in call volume/number of transports), the EMS Agency works with the contracted ambulance services provider to monitor the data regularly to ensure that, as local communities in different parts of the county change, the ambulance services continue to meet the needs of the community.

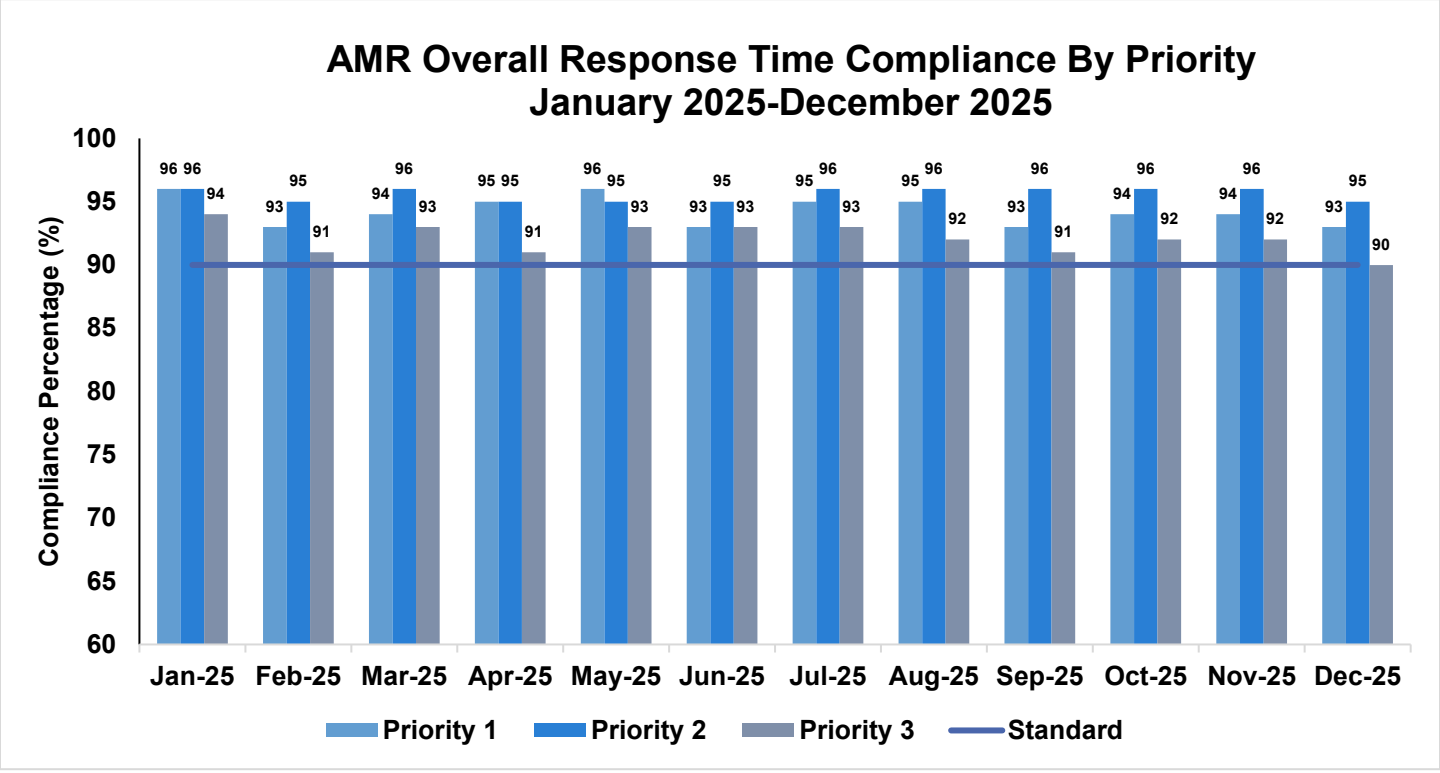
The chart below illustrates the total number of calls for emergency medical assistance received by AMR, the County's ambulance service provider, from 2023 to 2025. The chart shows that there has been a minor increase in call volume. Between 2023 and 2024, call volume increased by 230 calls or 0.6%. Similarly, between 2024 and 2025, call volume increased by 377calls or 0.9%.



Ambulance Response Times

The current agreement requires the ambulance services provider to achieve 90% or higher response time compliance for each priority within each zoneto be deemed compliant. The table below illustrates the ambulance service provider's overall response time compliance by month for all Priority 1, 2, and 3 calls (definitions below) in 2025. The Emergency Medical Dispatch caller interrogation process through the Medical Priority Dispatch System (MPDS) determines most response priorities. The data below shows that AMR met or exceeded overall response time compliance in 2025, which is the direct result of the close collaboration between the EMS Agency and AMR to improve the EMS system and ensure the efficient use of ambulance resources.

Priority	Definition
1	Life-threatening emergencies, e.g., cardiac arrests, choking, major hemorrhage, etc. Require the closest ambulance with a red lights and siren response. The ambulance is ***not*** divertible.
2	Non-life-threatening emergencies. Require an urgent red lights and siren response. The ambulance is divertible to a Priority 1.
3	Non-life-threatening emergencies. Require an immediate response with ***no*** red lights or siren. Ambulances assigned to a Priority 3 call may be diverted to a higher priority call.



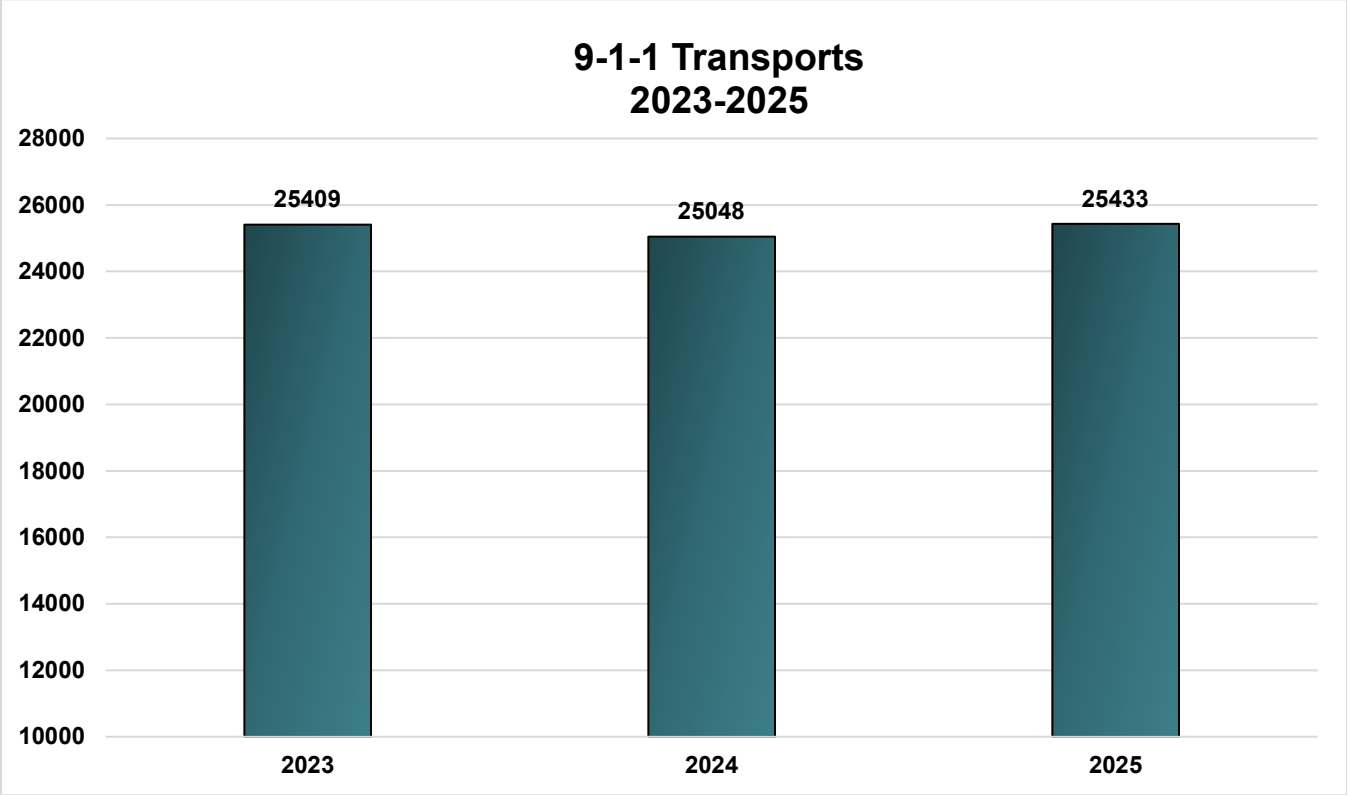
Ambulance Transport Volume

For a variety or reasons, not every call for emergency medical services results in a trip to the hospital. For example, the patient could be treated on site and not need to go to the emergency department. Sometimes, the patient chooses not to go to the emergency department.

The chart below depicts the number of calls for emergency medical assistance that originated through the 9-1-1 system and resulted in patient transport to the hospital from 2023 through 2025.

In 2025, based on the 42,102 emergency medical calls received by the ambulance services provider, approximately 59% of all calls placed to 9-1-1 for medical assistance resulted in transport to the hospital via ambulance.

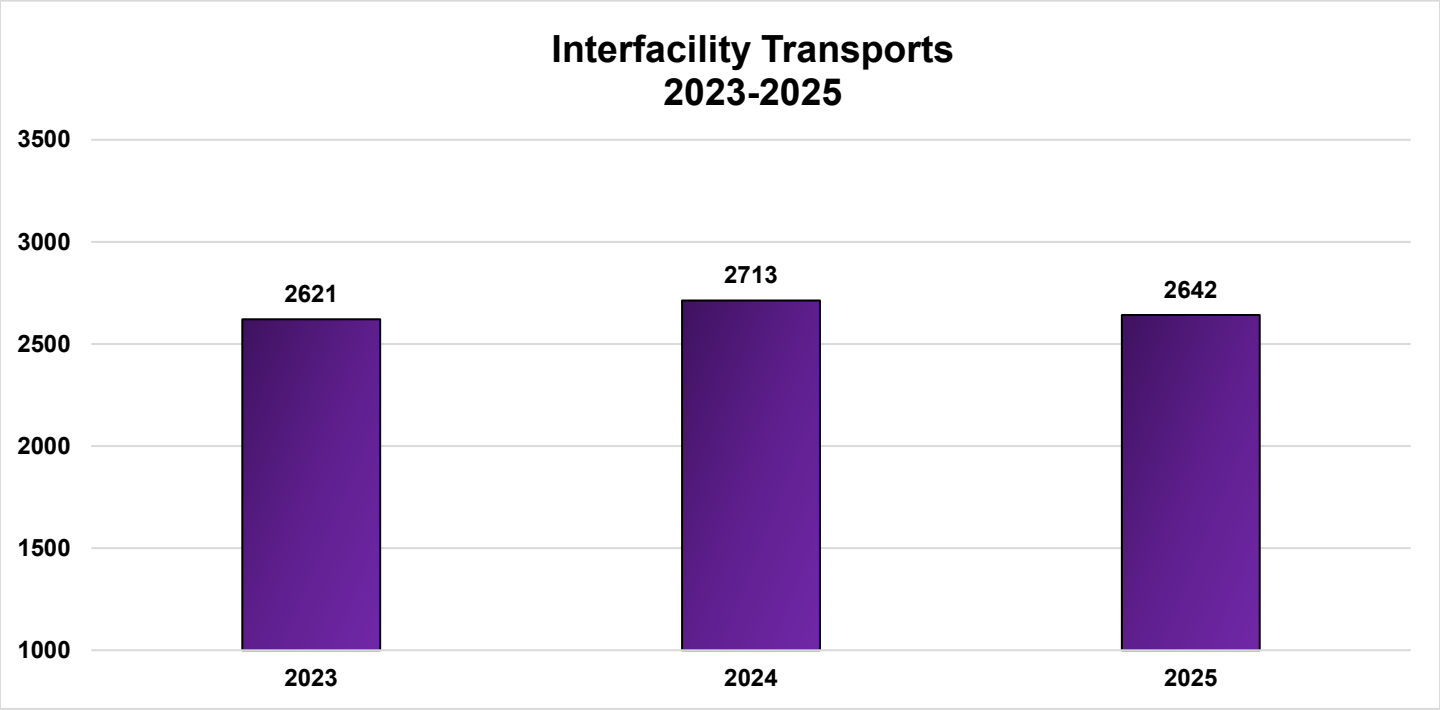
The chart below also shows that between 2023 and 2024, the number of transports decreased by 361 transports or a 1.42% decrease, and between 2024 and 2025, the number of transports increased by 385 transports or a 2% increase.



In addition to transporting patients encountered through 9-1-1 calls to hospitals, the ambulance service provider is also responsible for transporting patients who need continued medical monitoring while being transferred from one medical facility to another. For example, a patient being seen in the emergency department due to behavioral health issues who needs to be transferred to a behavioral health facility for continued care or a patient who is being released from the emergency department to go to a skilled nursing facility (SNF), which is a facility that provides high-level medical care and rehabilitation services, often after a hospital stay. These types of transports are referred to as Interfacility Transports (IFTs).

The chart below includes the number of IFTs from 2023 through 2025.

The data show that, between 2023 and 2024, the number of IFTs increased by 92 transports of 3.51% and between 2024 and 2025, the number of IFTs decreased by 71 transports or 3%.



SPECIAL EVENT PLANNING

Given the large number of special events that are held in the County of Monterey and that emergency and non-emergency medical incidents can occur at these events, to ensure that special events within Monterey County are properly prepared to address potential medical incidents and needs, the EMS Agency works closely with Housing and Community Development (HCD) and the Parks Department to collect medical plans from event coordinators and review the plans to ensure sufficient medical resource availability for each event. This process begins when HCD or the Parks Department notifies the EMS Agency about upcoming events, this notification prompts the EMS Agency to reach out to event organizers and request that the organizers complete and submit comprehensive medical plans. Some of the most prominent events that the EMS Agency reviews include the Sea Otter Classic, Big Sur International Marathon, Laguna Seca Raceway events, California Airshow, AIDS LifeCycle, AT&T Pebble Beach Pro-Am, and Concours D'Elegance. The ambulance services provider is responsible for providing standby ambulance services at special events.

In 2025, the EMS Agency successfully processed a total of 120 medical plans for these and other events. This represented an 84.6% increase from 2024 in the number of medical plans reviewed. The EMS Agency also reviewed information about another 15 events that were small enough that a formal medical plan was not needed.

In addition to collecting medical plans in advance, the EMS Agency also requests After Event Reports. These reports provide valuable insights into the actual medical needs that arose during each event, allowing the Agency to identify trends and potential challenges. This information is critical for shaping future event preparedness and ensuring that the EMS Agency can adjust policies and protocols to address emerging medical requirements effectively.

QUALITY ASSURANCE AND IMPROVEMENT

In order to achieve robust and viable quality improvement, it is imperative that the EMS Agency engages in data-driven decision-making. That is why, on a regular basis, the EMS Agency reviews data and information gathered during its specialty care QI committees, unusual occurrence reviews, and annual Policy and Protocol Development Cycle. During each of these programs, stakeholders can voice their perspectives and realities within the County of Monterey EMS system, and the EMS Agency has the ability to compare this information with strategic data reviews with the overall aim of making the county's EMS system high-performing and patient-focused.

Policy and Protocol Development

The EMS Agency seeks to review, and update as necessary, one third of our policies and protocols every year. Research and data, changes in clinical practice, stakeholder input, and information gleaned from our QA/QI processes all contribute to the update processes. This helps ensure that we use the latest data to guide patient care and EMS operations.

As a part of our 2025 Policy and Protocol Review Cycle, the EMS Agency updated 73 policies and field treatment protocols. The changes made to these policies and protocols went into effect on July 1, 2025.

Some highlights of the 2025 review and update included:

1. The addition of needle cricothyrotomy to establish an airway when other methods fail.
2. Changing the medication used to manage patients with persistent very low blood pressures to better align with current best practices. The new medication can be safely given more quickly as it does not require complex calculations and the establishment of a correct infusion rate over time.

3. Update to the policy on paramedic training program approval to provide best practices for program monitoring.
4. Expanding the policy for using the ReddiNet internet-based EMS communications system for managing critical incidents such as incidents involving multiple patients.
5. Updating the procedure for EMS personnel to make a determination of death when the patient is obviously dead and resuscitation efforts would be futile.
6. Adding a new flow-chart to the policy on how to care for patients with an implanted heart device commonly referred to as a VAD or LVAD that provides for circulation of the blood when the patient's hear is not able to do so. These device are relatively rate and not commonly encountered by EMS personnel. The improved policy will assist with the assessment, trouble-shooting, and treatment of these patients.
7. Revisions to the timeframe in which EMS personnel are to submit patient care documentation that takes into account the need for prompt transfer of information to ED staff and the need to respond to subsequent calls.

Some of the updates listed above impacted multiple policies and treatment protocols. This led a larger than normal number of changes.

In 2025 the EMS Agency also started the review and update process for the 2026 Policy and Protocol Review Cycle. The changes resulting from this cycle will go into effect on July 1, 2026.

Unusual Occurrence (UO) Case Reviews

In 2025, the EMS Agency received 66 UO reports. This number represents a decrease of 20 case reviews or 23% from 2024. These reports present opportunities for EMS system quality improvement and have led to system-wide changes including changes in patient treatment protocols, the use of mutual aid resources, and the handling of hospital requests for Critical Care Transport units.

Along with these system changes, our Unusual Occurrence Reporting system has provided important insight to challenges that our allied agencies experience when working together on complex and multifaceted situations. The EMS Agency works with our partners to resolve case reviews and ensure an EMS system that is sustainable and effective in providing the best patient care.

SPECIALTY CARE SYSTEMS

A well-organized EMS system plays a critical role in ensuring that patients receive appropriate care in a timely manner. While the care provided by EMS personnel is essential, their decisions regarding patient transport destinations are equally important. In certain conditions, choosing the right hospital can be lifesaving.

Within the EMS system, specialty care programs are designed to rapidly identify patients who require specialized treatment, facilitate swift transport to the appropriate specialty care center, and enable early notification to the receiving facility. These processes help ensure that certain life threatening conditions are treated as quickly as possible. The EMS Agency is responsible for designating and overseeing STEMI, stroke, and trauma specialty care systems, as well as developing and maintaining QA/QI programs for these systems.

As part our QA/QI efforts, the EMS Agency conducts regular reviews of STEMI, stroke, and trauma cases and data to ensure that these critically ill patients receive optimal care. Each specialty care system is supported by a dedicated QI committee composed of EMS providers, hospital coordinators, and other key stakeholders in providing patient care. These committees meet at least three times a

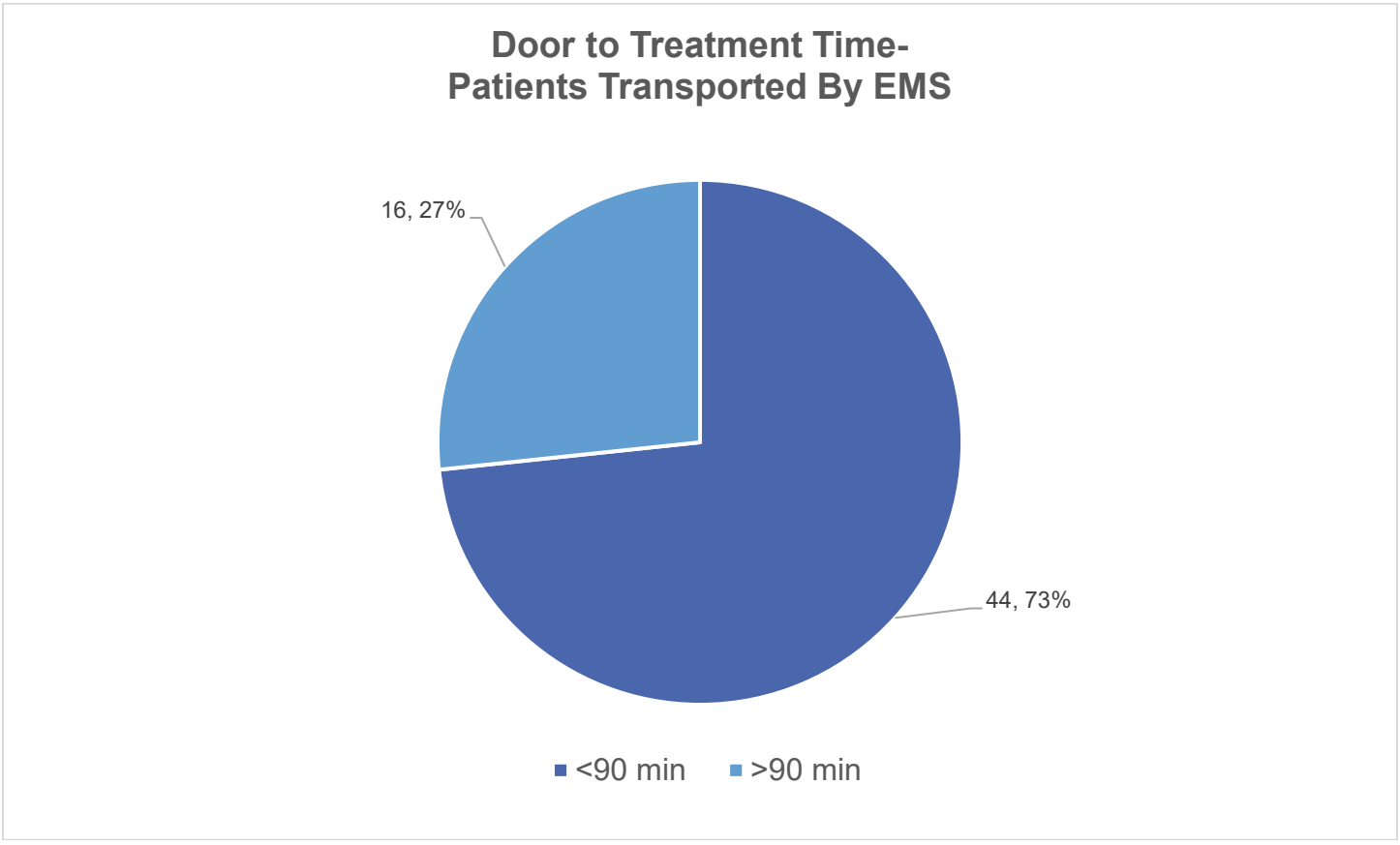
year to evaluate and discuss data trends, review cases, identify successes, and explore areas for system improvement.

The following sections highlight key trends identified across the three specialty care systems.

STEMI System of Care

The STEMI system of care starts with the policies and treatment protocols put in place by the EMS Agency. The system involves the training of our paramedic providers to obtain a 12-Lead ECG. This ECG is transmitted to a designated STEMI Receiving Center where it is reviewed by an ED physician and made available to the interventional cardiologist. In addition to electronically transmitting the 12-Lead ECG, the paramedic contacts the emergency department at the STEMI Receiving Center by phone and provides a verbal report on the patient's condition. This is the STEMI Alert that is used to trigger the STEMI Activation at the STEMI Receiving Center. The STEMI Activation brings the interventional cardiologist and cardiac cath lab team together so that the patient can be treated as soon as possible.

The benchmark time for the patient to receive treatment for STEMI is 90 minutes in 75% of cases. This benchmark is measured from the time the patient enters the hospital to the time the blockage in the patient's heart is treated. In 2025, 73.3% of EMS transported patients with STEMI met this benchmark.

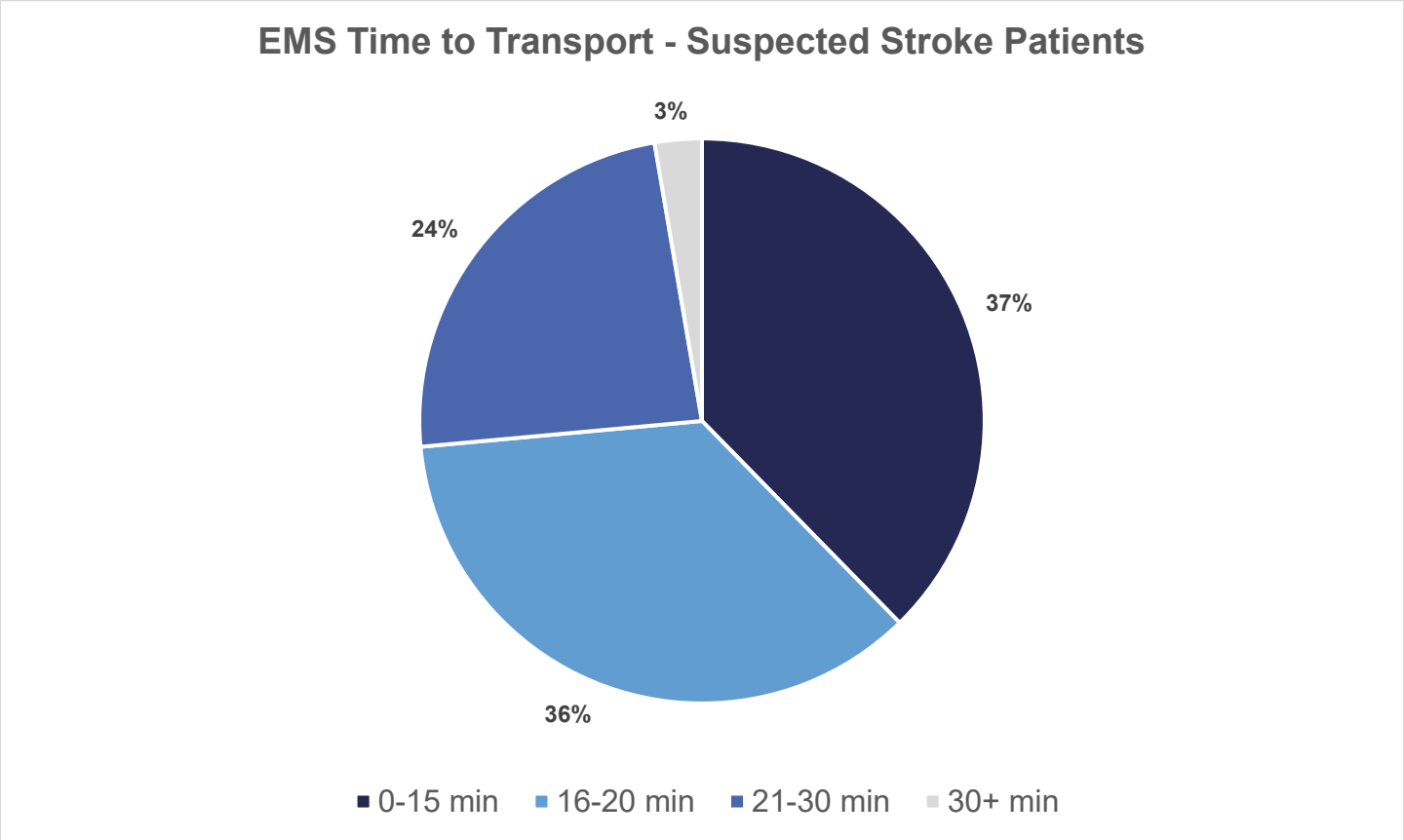


Stroke System of Care

When it comes to the best possible treatment of stroke patients, we must remember that "time equals brain." That is why the goals of the Stroke system of care include early recognition of stroke, rapid transport of the stroke patient to a designated Stroke Center, early notification to the Stroke Center of

the patient's pending arrival, and rapidly obtaining a CT scan to help confirm the presence of stroke and establish the type of stroke. One type of stroke is caused by a blockage in an artery that provides blood and nutrients to the brain. The treatment for this type of stroke is medication that works to dissolve the blockage allowing blood to flow to the brain again. The hospital must administer this treatment within a narrow window of time.

To ensure that patients have the best possible opportunity to receive this treatment, the EMS Agency has established a benchmark for EMS providers to initiate the transport of stroke patients within 15 minutes of their arrival on scene. In 2025, 37% of patients suspected of sustaining a strtoke were transported within this time frame. The EMS Agency continues to work to identify barriers to more timely transport and communicate these findings to EMS service providers through th Stroke QI Committee.



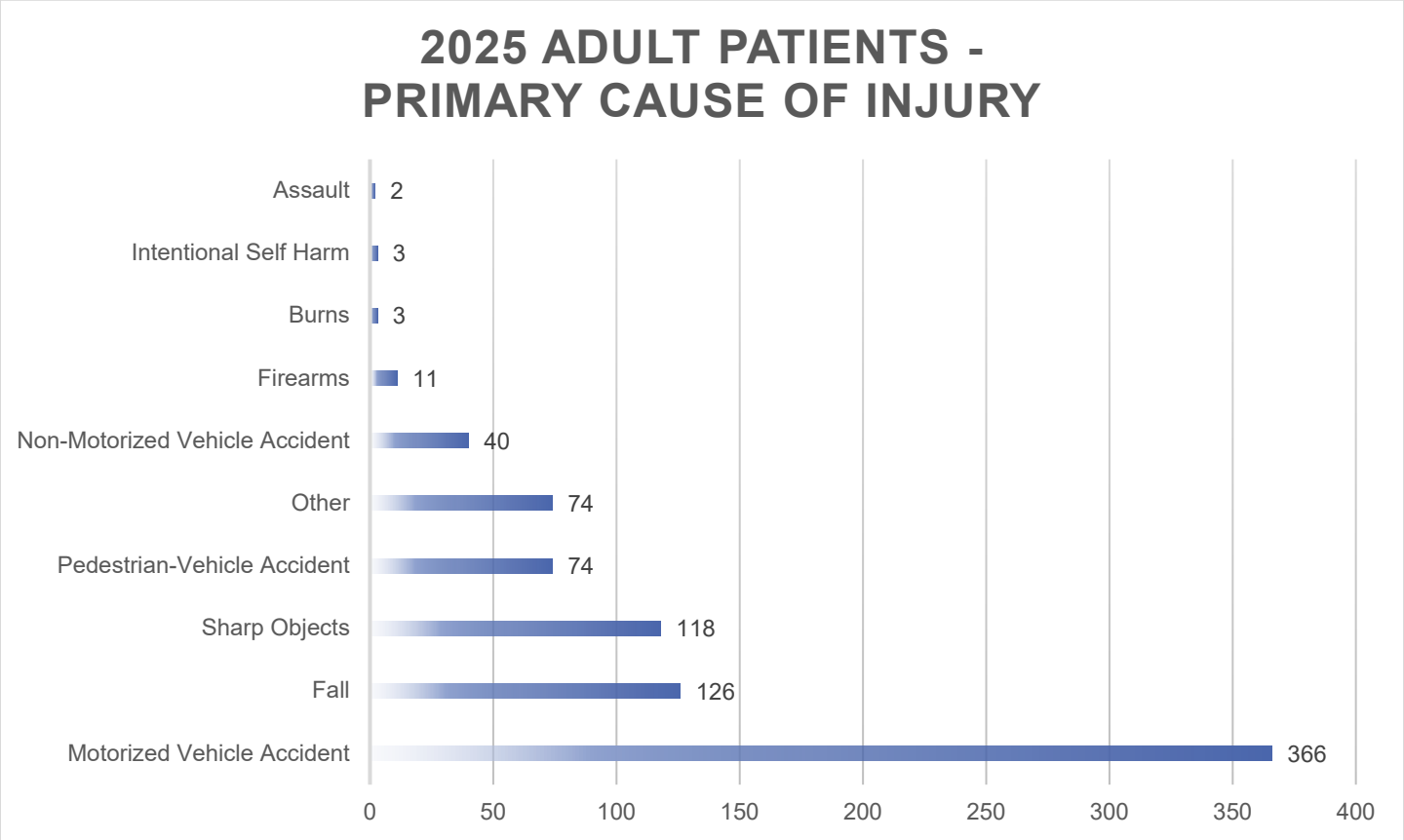
Trauma System of Care

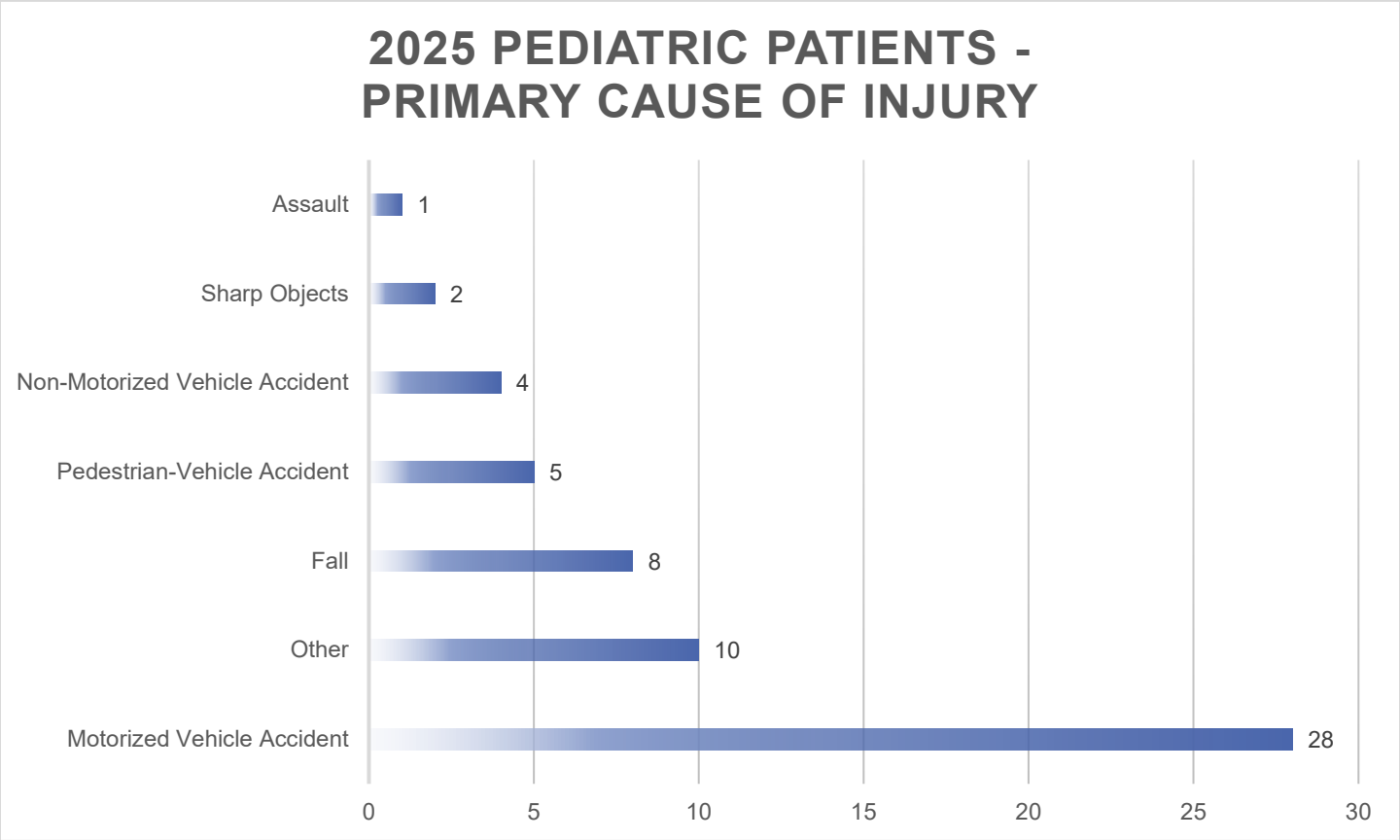
Traumatic injuries are among the most common reasons for calls for EMS service. These injuries can range from minor lacerations to severe, multisystem trauma affecting multiple organs within the body. Due to the wide spectrum of presentations and the challenge of identifying internal injuries in the field, the EMS Agency has implemented a policy addressing Field Trauma Triage Criteria. This framework assists EMS providers in assessing injury severity based on vital signs, anatomic injuries, mechanism of injury, and other factors that may influence patient outcomes.

The Field Trauma Triage Criteria categorize patients into different "steps" within an algorithm, helping providers determine the likelihood of serious injury. This structured approach also guides destination decisions, ensuring that patients with potentially severe trauma are transported to facilities equipped to provide the appropriate level of care.

Timely access to a trauma center is critical for patients with significant injuries, as these centers offer specialized resources that improve survival and long-term outcomes. Local EMS providers consistently demonstrate strong clinical judgment in recognizing high-risk patients and selecting appropriate destinations. In Monterey County, the designation of Natividad as a Level II Trauma Center allows many patients to receive advanced trauma care without leaving the county. Natividad has established a strong track record of high-quality trauma care, as demonstrated by successful external evaluations conducted through the American College of Surgeons (ACS) Verification Review and Consultation (VRC) program.

In 2025, the primary cause of injury for both adult and pediatric patients was motorized vehicle accidents. This finding was consistent with the 2024 data. The 2025 data showed that 44.7% of adult patients and 48.3% of pediatric patients sought EMS services due to injuries resulting from motorized vehicle accidents. Overall, almost 60% of injuries involved a vehicle whether motorized or non-motorized.





Health Department Performance Measure – Transport of Trauma Patients to a Trauma Center

The EMS Agency identified the transport of trauma patients to a trauma center as one of our Performance Measures for the Health Department. We established a goal of transporting 90 percent or greater of patients who meet trauma criteria directly to a trauma center.

The table below demonstrate the EMS system's success in meeting this goal.

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	2025
# of Patients who Met Trauma Triage Criteria (TTC)	180	206	180	185	751
# of Patients Meeting TTC Transported to a Trauma Center	161	191	167	176	695
% of Patients Meeting TTC Transported to a Trauma Center	89.4%	92.7%	92.8%	95.1%	92.5%

**Data Note: The total number of patients varies between the two trauma metrics due to a difference in the patient populations tracked. The first measure related to cause of injury looks at all patients who met Trauma Triage Criteria while the second measure only looks at those patients who were transported to a hospital.*

TRI-COUNTY BUPRENORPHINE PROGRAM

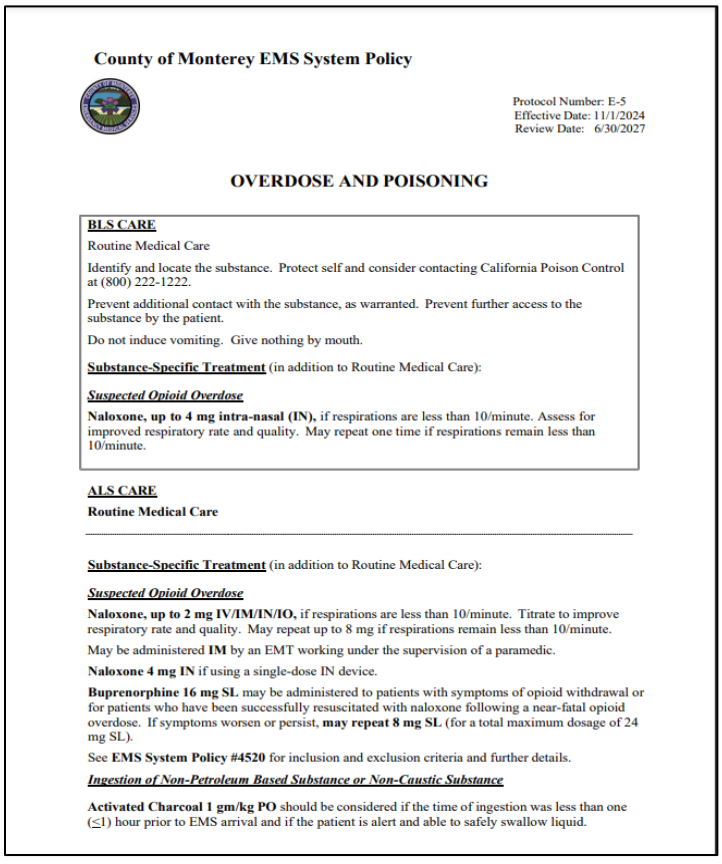
In 2025 the County of Monterey EMS Agency continued its partnership with San Benito and Santa Cruz Counties to collaborate on the Tri-County EMS Buprenorphine Program as a way to address the opioid-addiction crisis within our region. The purpose of the program is to permit EMS providers to administer the medication to patients suffering with either opioid-related withdrawals or a nonfatal overdose. It not only provides initial treatment for patients struggling with addiction, but also provides access to long-term treatment and a network of support providers.

Along with support from the EMSA, CA Bridge, and several other community-based partners, this program has provided patients struggling with addiction the opportunity for treatment access and a network of support providers.

EMS personnel treated 25 patients with buprenorphine in 2025. This number represents a 150% increase over 2024 in the instances of administration of buprenorphine. Beyond the administration of the medication the patients were connected with substance use navigators who connected the patients with additional services and follow up care.

In July 2025, Dr. John Beuerle, the EMS Agency's Medical Director, delivered an educational presentation for field personnel. The presentation was focused on topics such as the opioid crisis, the pharmacology of buprenorphine, eligibility to receive buprenorphine, proper documentation, and the goals of administering the medication.

In late 2025, the EMS Agency applied to the EMS Authority for approval to renew our Local Optional Scope of Practice (LOSOP) that permits paramedics to administer buprenorphine in the field. The EMS Authority approved the application in November. With this approval, EMS providers in Monterey County are approved to administer buprehosphine through the end of 2028. The extension of this program will allow EMS providers to continue their positive impact on patient suffering from withdrawal symptoms and substance use disorder.



County of Monterey EMS System Policy

Protocol Number: E-5
Effective Date: 11/1/2024
Review Date: 6/30/2027

OVERDOSE AND POISONING

BLS CARE

Routine Medical Care

Identify and locate the substance. Protect self and consider contacting California Poison Control at (800) 222-1222.

Prevent additional contact with the substance, as warranted. Prevent further access to the substance by the patient.

Do not induce vomiting. Give nothing by mouth.

Substance-Specific Treatment (in addition to Routine Medical Care):

Suspected Opioid Overdose

Naloxone, up to 4 mg intra-nasal (IN), if respirations are less than 10/minute. Assess for improved respiratory rate and quality. May repeat one time if respirations remain less than 10/minute.

ALS CARE

Routine Medical Care

Substance-Specific Treatment (in addition to Routine Medical Care):

Suspected Opioid Overdose

Naloxone, up to 2 mg IV/IM/IN/IO, if respirations are less than 10/minute. Titrate to improve respiratory rate and quality. May repeat up to 8 mg if respirations remain less than 10/minute.

May be administered **IM** by an EMT working under the supervision of a paramedic.

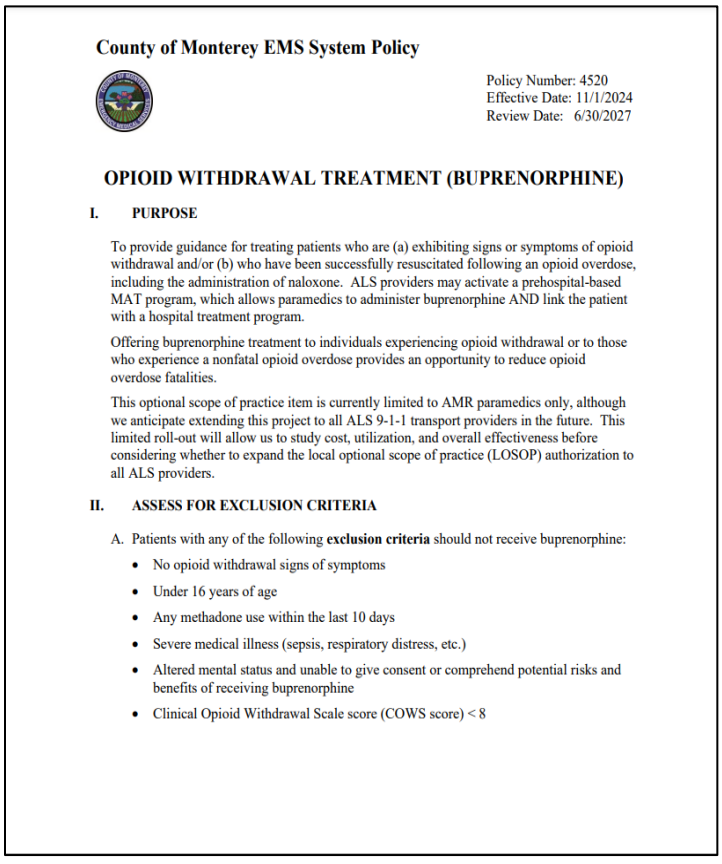
Naloxone 4 mg IN if using a single-dose IN device.

Buprenorphine 16 mg SL may be administered to patients with symptoms of opioid withdrawal or for patients who have been successfully resuscitated with naloxone following a near-fatal opioid overdose. If symptoms worsen or persist, **may repeat 8 mg SL** (for a total maximum dosage of 24 mg SL).

See **EMS System Policy #4520** for inclusion and exclusion criteria and further details.

Ingestion of Non-Petroleum Based Substance or Non-Caustic Substance

Activated Charcoal 1 gm/kg PO should be considered if the time of ingestion was less than one (≤1) hour prior to EMS arrival and if the patient is alert and able to safely swallow liquid.



County of Monterey EMS System Policy

Policy Number: 4520
Effective Date: 11/1/2024
Review Date: 6/30/2027

OPIOID WITHDRAWAL TREATMENT (BUPRENORPHINE)

I. PURPOSE

To provide guidance for treating patients who are (a) exhibiting signs or symptoms of opioid withdrawal and/or (b) who have been successfully resuscitated following an opioid overdose, including the administration of naloxone. ALS providers may activate a prehospital-based MAT program, which allows paramedics to administer buprenorphine AND link the patient with a hospital treatment program.

Offering buprenorphine treatment to individuals experiencing opioid withdrawal or to those who experience a nonfatal opioid overdose provides an opportunity to reduce opioid overdose fatalities.

This optional scope of practice item is currently limited to AMR paramedics only, although we anticipate extending this project to all ALS 9-1-1 transport providers in the future. This limited roll-out will allow us to study cost, utilization, and overall effectiveness before considering whether to expand the local optional scope of practice (LOSOP) authorization to all ALS providers.

II. ASSESS FOR EXCLUSION CRITERIA

A. Patients with any of the following **exclusion criteria** should not receive buprenorphine:

- No opioid withdrawal signs of symptoms
- Under 16 years of age
- Any methadone use within the last 10 days
- Severe medical illness (sepsis, respiratory distress, etc.)
- Altered mental status and unable to give consent or comprehend potential risks and benefits of receiving buprenorphine
- Clinical Opioid Withdrawal Scale score (COWS score) < 8

FINANCES
County Service Area (CSA) 74

In 1988, the County of Monterey sponsored a ballot measure for the establishment of the CSA-74 benefit assessment on real property within the county to finance a countywide Paramedic Emergency Medical Services (EMS) program. On March 7, 2000, Monterey County voters approved Measure A, replacing the former CSA-74 benefit assessment with an equivalent special tax, in compliance with Proposition 218. The special tax is collected, whose purpose is to fund "the countywide Paramedic EMS System, which will provide advanced life-savings support ot victims inresonse to emergency calls," is administered by the EMS Agency.

The special tax for CSA 74 is assessed in accordance with the County of Monterey Land Use Codes. The basic unit is a single-family dwelling. The current rate per parcel is $12.00. All other land uses are either a percentage or multiple of that basic unit. Trailer Spaces and Hotel Rooms are calculated differently as there may be many of them on a single parcel.

The break down based on billed parcels for FY24-25 is as follows:

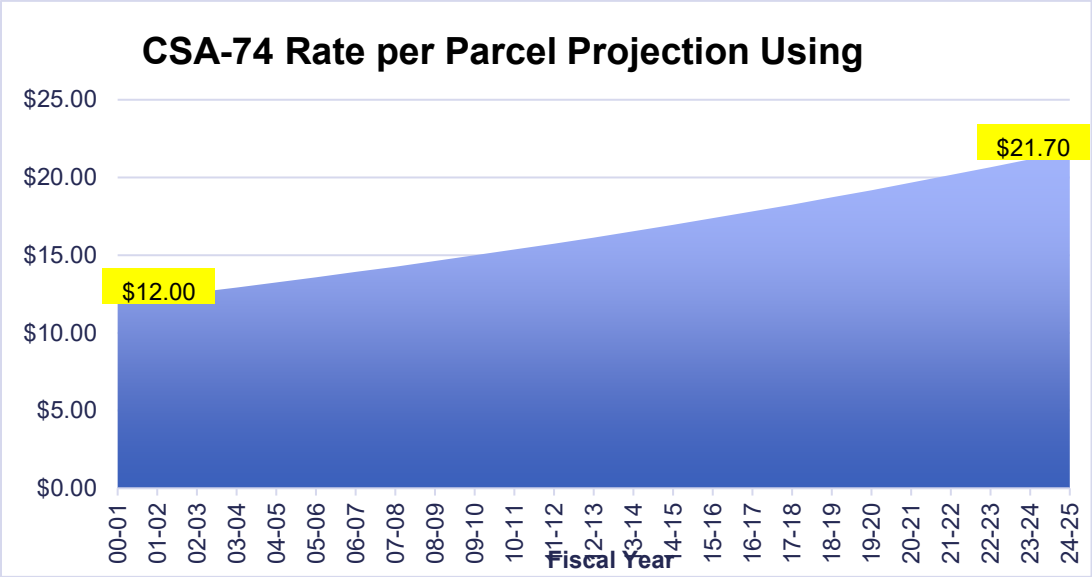
CSA Units	121,049	$1,730,640
Trailer spaces and hotels rooms	413	$183,776
Total	**121,462**	**$1,914,416**

In addition to supporting operations of the EMS Agency to comply with its responsibility to oversee the EMS System, CSA-74 funds are also used to supplement the countywide EMS training efforts and equipment acquisition of emergency first responders. The amount disbursed to each participating agency is calculated using the methodology established in the MOU dated June 17, 2011.

During FY24-25, the EMS Agency continued to use CSA-74 monies to support the cost of the countywide, integrated electronic patient care reporting (ePCR) system to ensure compliance with Assembly Bill 1129, which revised the California Health and Safety Code, Section 1797.227 to require local emergency medical care providers to submit electronic data.

It is worth noting that there has been no change in the per parcel rate since FY 2000-01 and therefore, the revenue generated from CSA-74, the EMS Agency's primary source of funding, has not kept up with the continued rise in costs. Applying an average inflation rate of 2.50% per year between 2001 and 2025, the per parcel rate today would have increased to $21.70, or a cumulative 81% increase.

A table showing what the CSA-74 Special Tax rate would be in today's value appears on the following page:



Maddy Fund Revenue

In 1989, the County of Monterey Board of Supervisors established the County Emergency Medical Services Fund (EMSF) under Section 1797.98 of the Health and Safety Code (Maddy Fund) to provide for collection and distribution of fine proceeds authorized by the California State Legislature adopting of Senate Bill 612 and 1773. These laws allow counties to levy an assessment of $4.00 per $10.00 of fines for specified traffic violations.

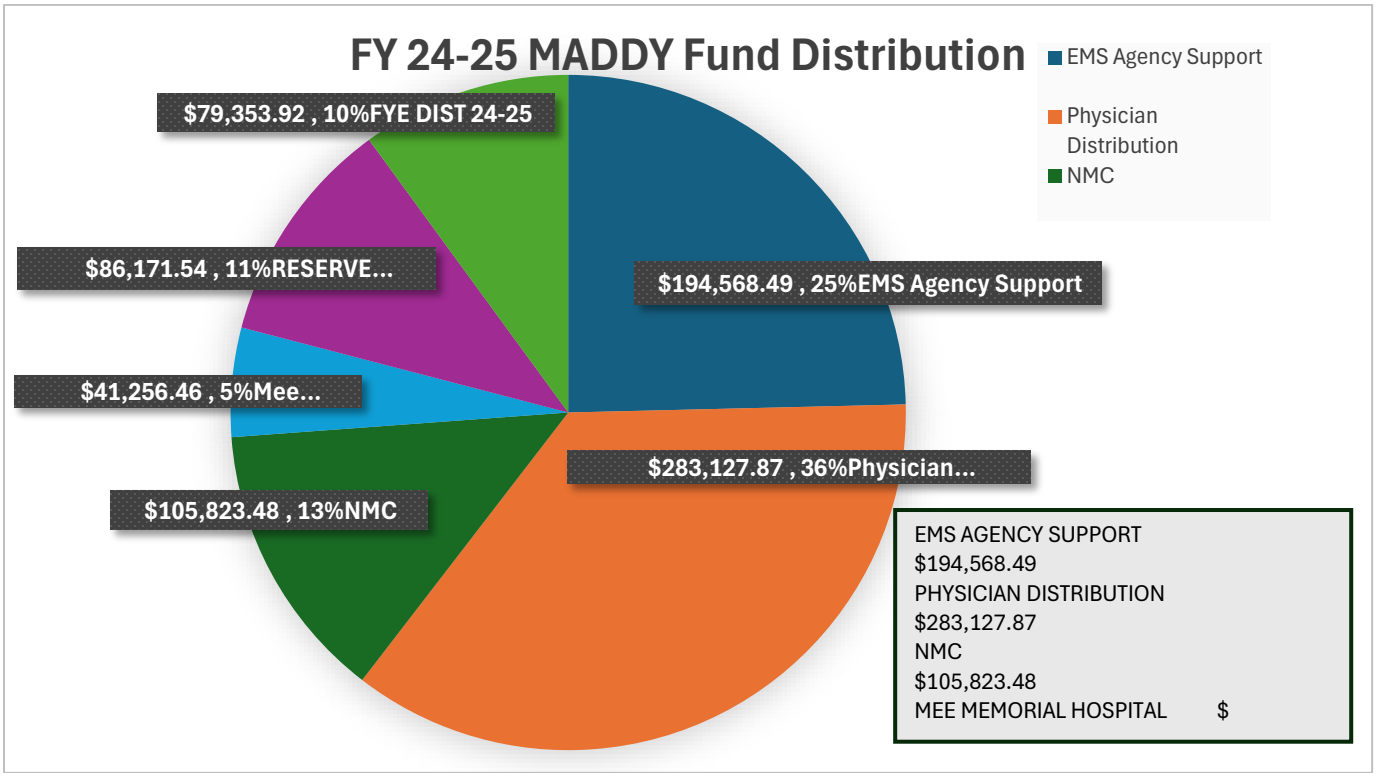
Pursuant to state law, the money in the fund is disbursed and utilized in the following manner:

- Up to 10% of the proceeds are available for the program's administration.
- The remaining 90% compensates health care providers for emergency medical services provided to individuals who do not have healthcare insurance and cannot afford to pay for emergency medical care and for discretionary EMS purposes as follows:
  - 58% to reimburse physicians for a portion of unreimbursed indigent services;
  - 25% to reimburse hospitals which provide a disproportionate share of unreimbursed emergency medical care; and
  - 17% for Health Department's Emergency Medical Services Agency discretionary activities.

Maddy funds are distributed on a quarterly basis to physicians and on an annual basis to the hospitals.

Health & Safety Code Section 1797.98(b) (4) also allows each administering agency to maintain a reserve fund of up to 15% of the amount of the fund reimbursable to physicians and hospitals. The purpose of the reserve is to ensure that physicians and hospitals continue to receive reimbursement for a portion of their services. In FY2022-23, the EMS Agency established a reserve fund in accordance with State law. The reserve fund is equivalent to 15% of the portion available for hospitals and physicians.

A chart showing the disbursement of Maddy Funds in FY24-25 appears below:



The Maddy Fund experienced overall revenue fluctuation over the five-year period from FY 2020–21 through FY 2024–25, with a general downward trend followed by modest recovery in the most recent fiscal year.

Revenue totaled $946,143 in FY 2020–21 and declined to $842,019 in FY 2021–22, representing a decrease of $104,125 (11%). This downward trend continued in FY 2022–23, with revenue decreasing by $45,248 (5%) to $796,771. In FY 2023–24, revenue further declined by $26,146 (3%) to $770,625.

In FY 2024–25, the Maddy Fund experienced a reversal of this trend, with revenue increasing by $19,677 (3%) to $790,302. This marks the first year of revenue growth following three consecutive years of decline.

Overall, the data indicates a cumulative decrease of approximately 16.5% from FY 2020–21 to FY 2023–24, followed by a partial recovery in FY 2024–25. While the recent increase is a positive development, revenue levels remain below those observed at the end of FY20-21.

The trend suggests that while revenues may be stabilizing, continued monitoring is warranted to determine whether the increase in FY 2024–25 represents the beginning of sustained growth or a short-term fluctuation.

A table showing the Maddy fund revenue for the past five years appears below:

Maddy Fund	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Revenue	$ 946,143	$ 842,019	$ 796,771	$ 770,625	$ 790,302
Change in Revenue	$ 78,934	$ (104,125)	$ (45,248)	$ (26,146)	$ 19,677
Percentage	9%	-11%	-5%	-3%	3%

Maddy Fund Claims Received

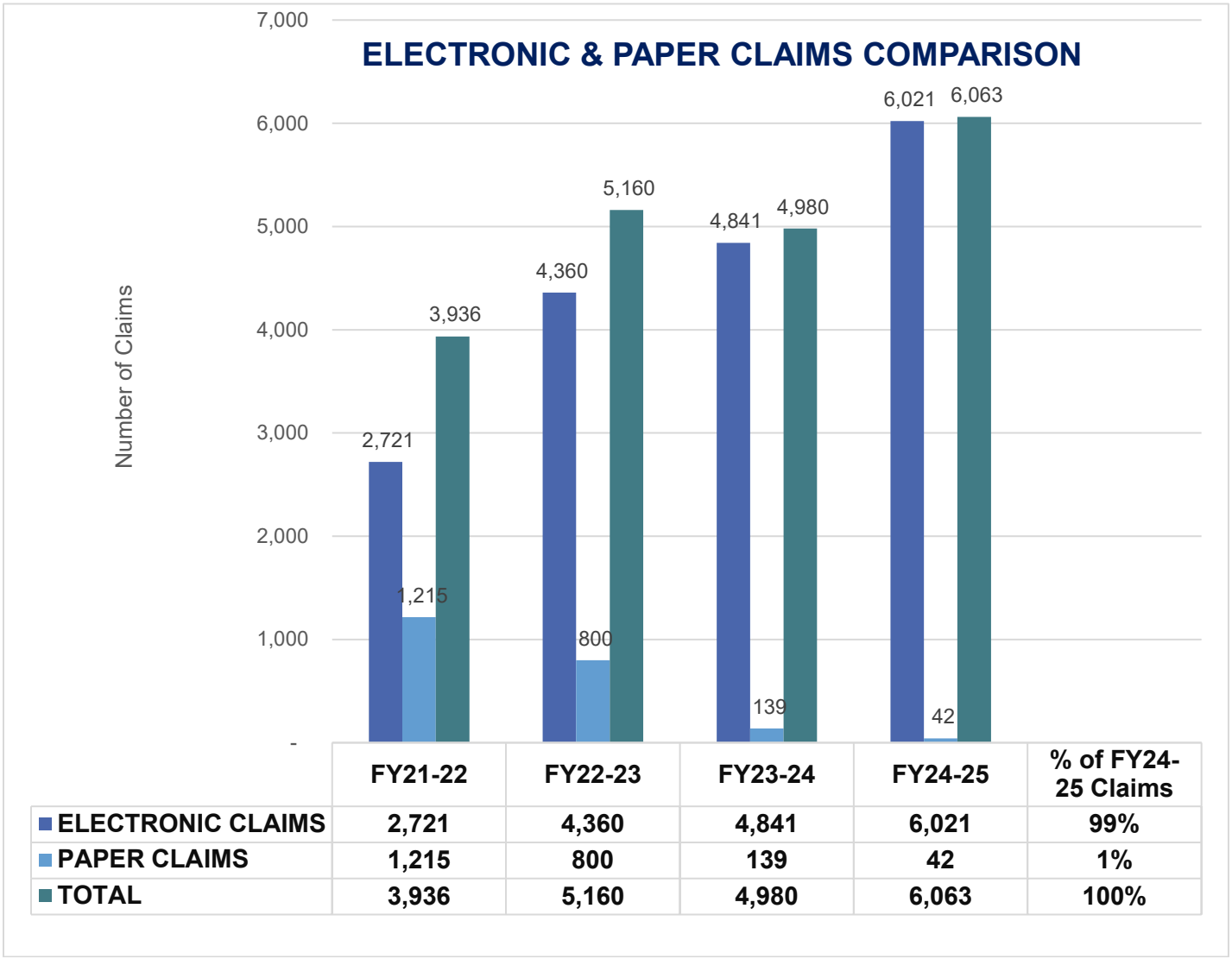
During FY24–25, the EMS Agency received and processed a total of 6,063 claims, compared to 4,980 in the previous fiscal year. Notably, the number of claims submitted and processed electronically increased by 24%.

Electronic submissions now account for the vast majority of claims, with 99% received and processed electronically while only 1% are submitted on paper and require manual processing. This shift represents a significant improvement in operational efficiency and accuracy. Paper claims require time-intensive manual data entry, which increases the risk of human error, whereas electronic submissions streamline processing and enhance data reliability.

Overall, the EMS Agency experienced a 22% increase in total claims volume during FY24–25. Since implementing electronic claims submission in FY 2021–22, the Agency has successfully reduced paper claims to just 1% of total submissions.

The EMS Agency will continue to monitor trends in the processing of claims.

A table showing the number of claims received in FY24-25 appears below:



	FY21-22	FY22-23	FY23-24	FY24-25	% of FY24-25 Claims
ELECTRONIC CLAIMS	2,721	4,360	4,841	6,021	99%
PAPER CLAIMS	1,215	800	139	42	1%
TOTAL	3,936	5,160	4,980	6,063	100%

Finance-Related Goals for 2026

Diversifying Revenue

The CSA-74 special tax and the Maddy Fund are the EMS Agency's primary sources of funding. Given the downward trend in Maddy Fund revenue in the last five years, coupled with a CSA-74 special tax that has not changed since FY2000-01, it has become imperative for the EMS Agency to explore ways to generate increase and diversify its revenue such as the implementation of fees to ensure the fiscal stability of the EMS Agency.

In FY2023-24 the Board of Supervisors approved the implementation of an annual license fee in the amount of $25,000 for Air Ambulance Services Providers providing service in the County of Montery. The annual fee will allow the County to recover costs associated with the classification and authorization of EMS aircraft. At the time of implementation, there were two Air Ambulance Service Providers delivering the primary services in Monterey County. As of the end of 2025, primary services are now provided by one Air Ambulance Service Provider. This change will decrease the additional revenue to $25,000 annually from the originally anticipated $50,000 annually. Despite the additional revenue, expenses are continously increasing. In FY2023-24 the EMS Agency saw an increase of 30.92% in expenses in comparison to FY2022-23. The additional $50K in new revenue does not cover the increase in expenses.

In addition, the EMS agency has introduced an oversight fee to the county ambulance provider, ensuring appropriate cost recovery for system monitoring, quality assurance, and regulatory activities. The agency is has also implemented an electronic patient care reporting (ePCR) system fee requirement for the county ambulance provider for their use of the county's ePCR system. Collectively, these initiatives are intended to generate additional revenue and support the agency's ability to expand and enhance its programs and services.

With rising operational costs, the EMS agency continues to proactively identify opportunities to strengthen and diversify its revenue streams. Moving forward, the agency will focus on identifying potential new fees designed to support program sustainability and regulatory oversight. Each potential fee will be aligned with the increasing administrative, training, and compliance demands associated with the related programs.

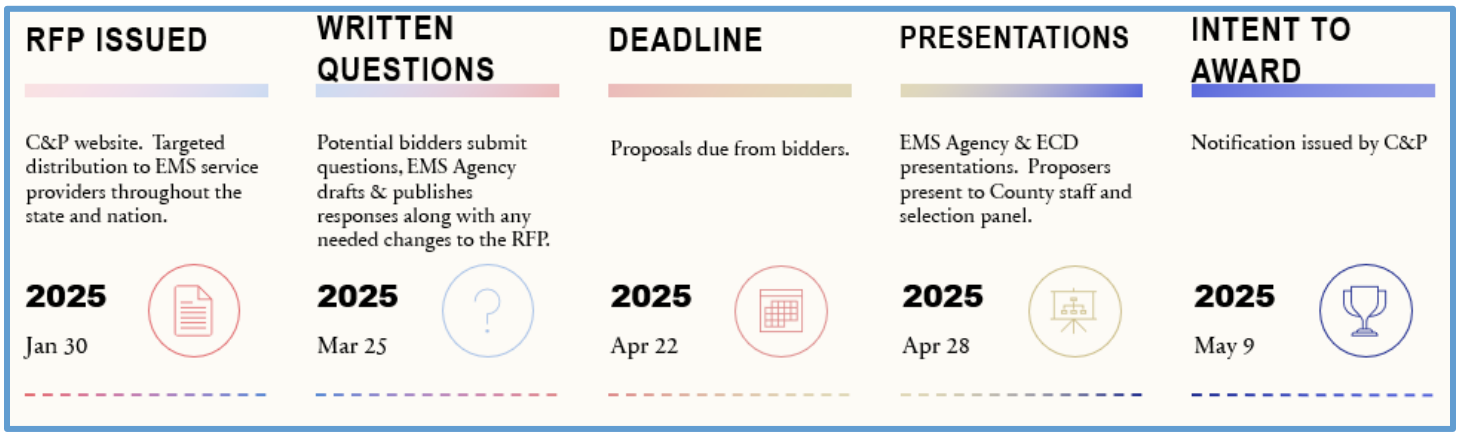
Maddy Fund – Electronic Physician Enrollment

The EMS Agency is working on transitioning to electronic physician enrollment to improve and modernize current processes. Electronic physician enrollment will streamline the way provider information is submitted, verified, and maintained across systems. By shifting from manual, paper-based workflows to a fully digital process, organizations can significantly reduce administrative burden, minimize delays, and improve data consistency. This approach enables faster onboarding of physicians, enhances compliance through standardized data entry, and reduces the likelihood of human error during processing. Additionally, it allows staff to focus on higher-value tasks rather than repetitive data handling. Overall, this transformation supports a more efficient, reliable, and scalable enrollment process that improves both operational performance and provider experience.

2025 ACCOMPLISHMENT HIGHLIGHTS

REQUEST FOR PROPOSALS PROCESS AND THE AWARD OF A NEW AMBULANCE SERVICE PROVIDER AGREEEMENT FOR THE EXCLUSIVE OPERATING AREA

In January 2010, the EMS Agency initiated an agreement with American Medical Response for the provision of ambulance services within Monterey County's Exclusive Operating Area (EOA). As the California EMS Authority (EMSA) requires that local EMS agencies conduct competitive processes approximately every ten years, the EMS Agency issued a request for proposals for ambulance services in January 2019. The RFP garnered one proposal submission that was subsequently rejected. A second RFP was issued in November 2020, but we did not receive any proposals. After approximately a year and a half of work including significant revisions, extensive opportunities for stakeholder input, and extensive work with entities such as Contracts and Purchasing, County Counsel, and the state EMSA to ensure that the RFP met all pertinent requirements, the EMS Agency issued a third RFP on January 30, 2025.



The immense amount of work that went into the RFP proved fruitful this time as the EMS Agency received two proposals in response to the RFP.

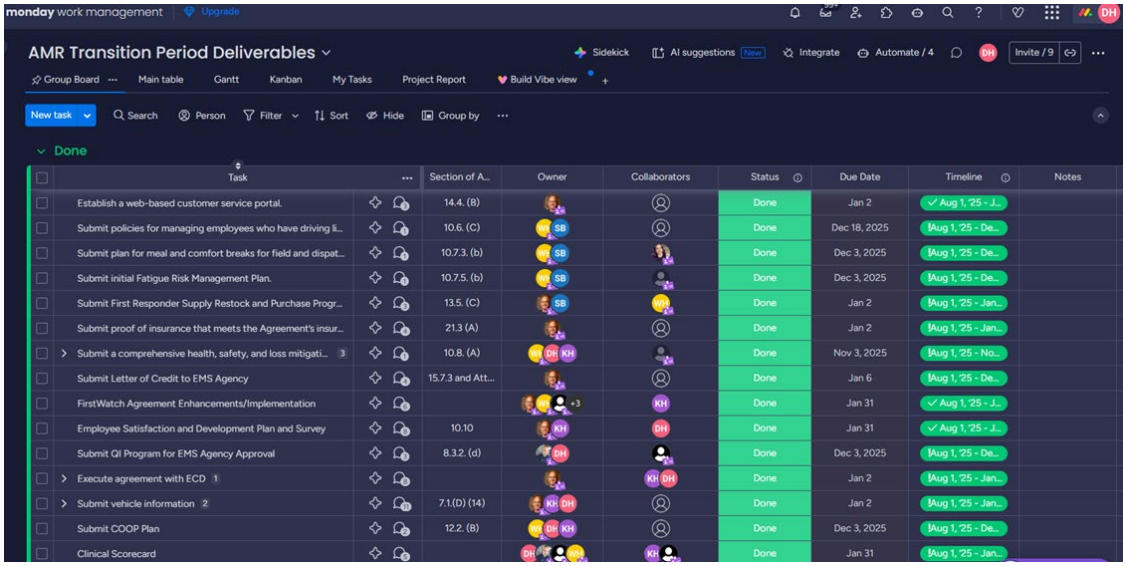
A Proposal Review Panel composed of members familiar with or oriented to various aspects of EMS systems, knowledgeable of the EMS needs of the County of Monterey, and with expertise in various EMS disciplines was tasked with selecting a provider for the EOA based on clinical, operational, and dispatch quality of service while also constraining service costs to the public and other payers.

The final award reflected careful planning, strong stakeholder involvement, and a detailed, transparent review of all proposals to ensure the selection of the contractor best suited to meet the community's needs. The successful proposer was American Medical Response.

In July 2025, the EMS Agency completed the extensive process to award a new ambulance service provider agreement for the County's Exclusive Operating Area by executing an agreement with AMR.

NEW AMBULANCE SERVICE PROVIDER AGREEMENT TRANSITION PERIOD

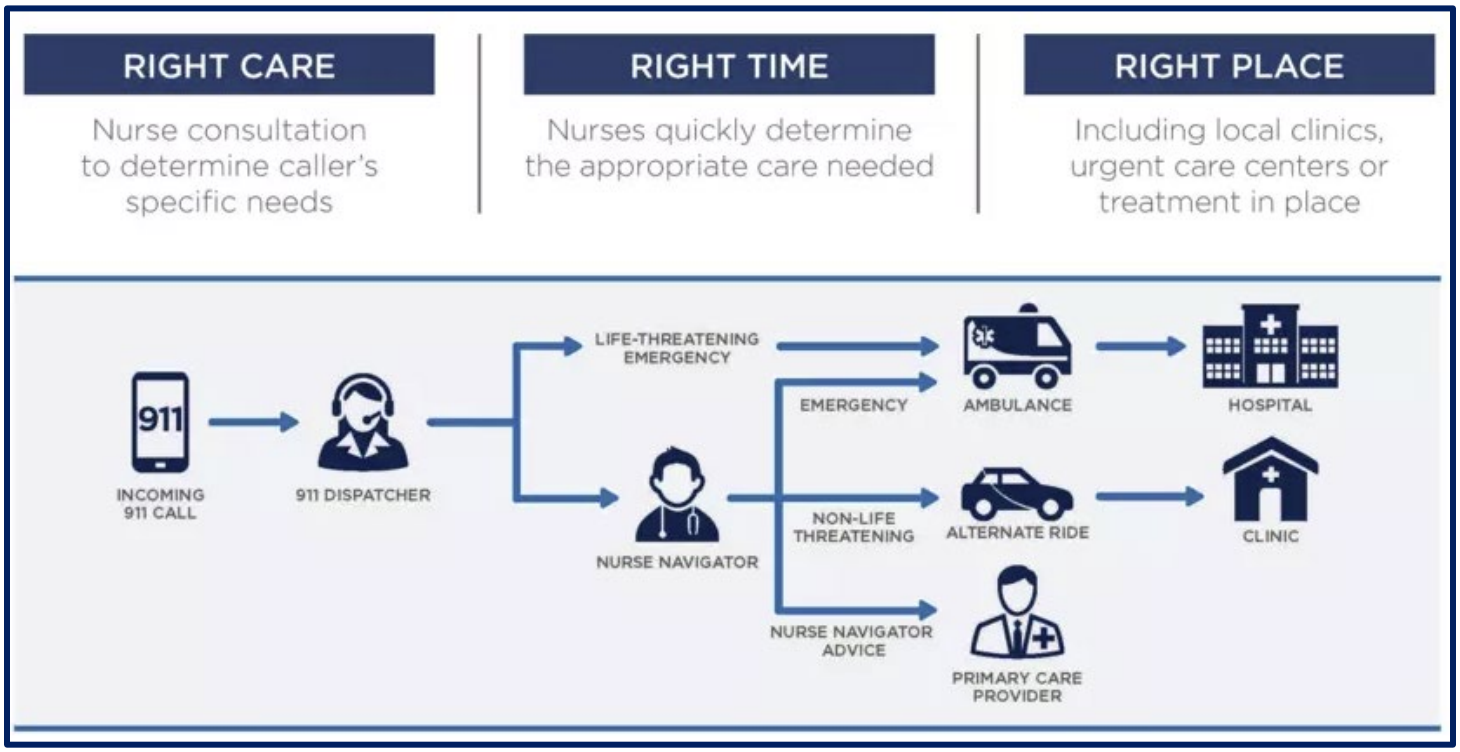
Following the award, the new agreement established a defined transition period during which the provider was immediately contractually obligated to begin preparations for the upcoming operational start date of February 1, 2026. To help manage the volume of tasks and deadlines during this period, the EMS Agency researched project management tools and identified Monday.com as a platform that could support the team's needs. Monday.com provided a straightforward way to organize deliverables, track progress, and keep everything in one place. It also allowed the EMS Agency and AMR to collaborate directly within the platform by assigning tasks, sharing updates, communicating in real time, and flagging items that needed attention.



This structure allowed the EMS Agency to maintain direct oversight of all transition requirements from the moment the award was issued. EMS Agency staff scheduled and led weekly meetings during which our team worked closely with AMR to monitor each deliverable, identify potential issues early, and ensure that all elements of the transition plan remained on schedule. Through consistent communication, coordinated oversight, and proactive problem-solving, the Agency supported a smooth and accountable transition that strengthened system readiness and ensured the provider would be fully prepared for operational launch.

DEVELOPMENT OF A 9-1-1 NURSE NAVIGATION PROGRAM

The EMS Agency successfully advanced the early development of the 9-1-1 Nurse Navigation program. This program is designed to improve the management of non–life-threatening 9-1-1 calls by connecting eligible callers with licensed nurses who can provide clinical triage, self-care guidance, and referrals to appropriate community-based services. The initiative supports improved patient experience, reduces unnecessary EMS responses, and promotes more efficient use of emergency medical resources.



To ensure the program was built collaboratively and with full system transparency, the EMS Agency, in partnership with the Nurse Navigation team, convened and facilitated a series of stakeholder-inclusive working groups. These sessions were intentionally open to all interested system partners to promote visibility, gather operational perspectives, and incorporate broad input into program design. The working groups included:

- **Call Flow Process** – Focused on defining preliminary call-routing pathways and workflow considerations to ensure smooth, reliable transitions between dispatch and nurse navigators.
- **Community Education and Outreach** – Worked on developing communication and engagement strategies to prepare the public and partner agencies for the introduction of the Nurse Navigation model.

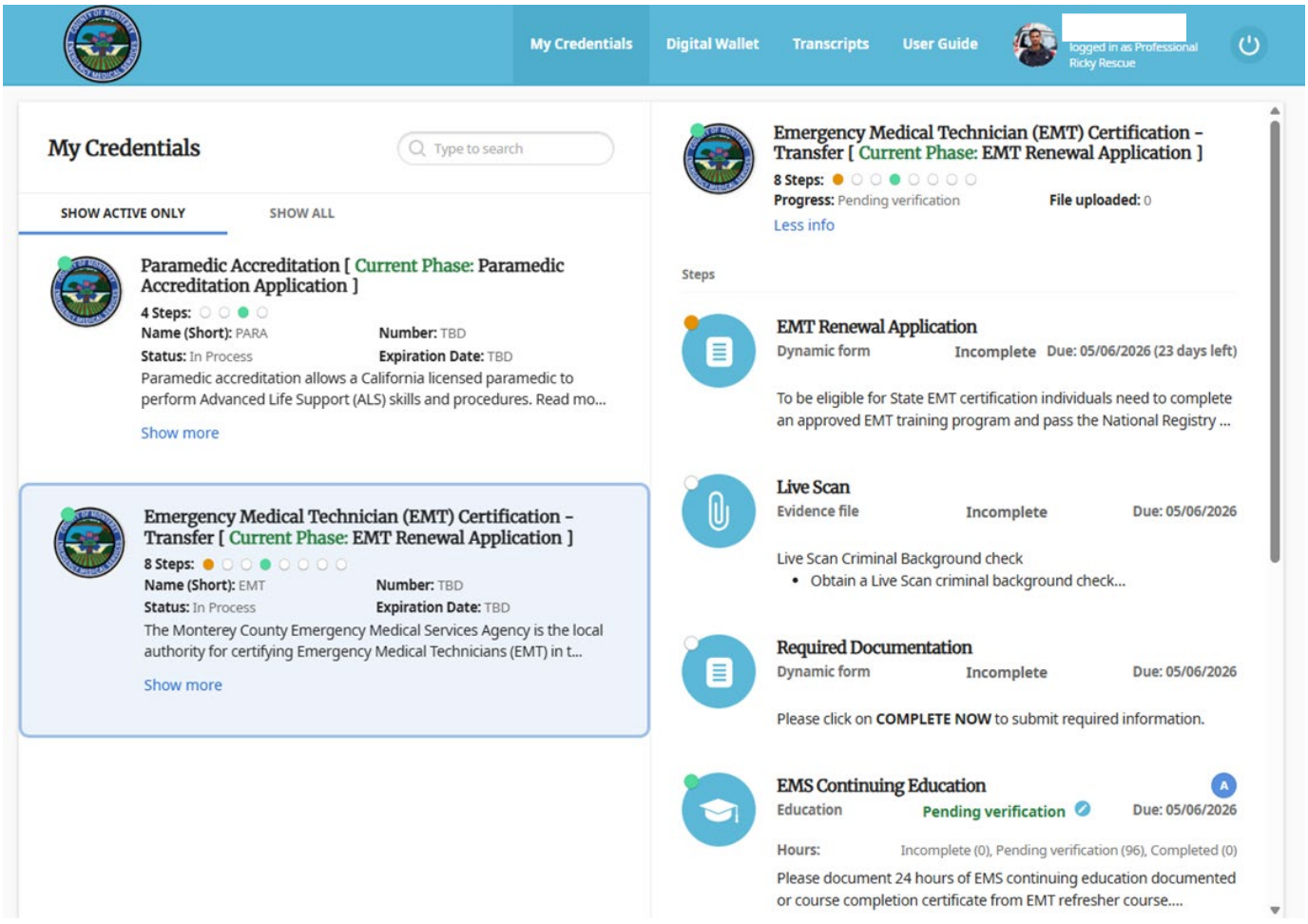
- **Community Care Resources** – Identified local service providers, support programs, and alternative care pathways that could be utilized by nurse navigators to connect callers with appropriate non-emergency options.
- **Clinical Determinants** – Reviewed clinical eligibility considerations and criteria that would guide the identification of low-acuity callers suitable for nurse navigation.

These collaborative working groups laid the foundation for program design and stakeholder alignment, positioning the 9-1-1 Nurse Navigation program for a smooth transition to the next phase of development.

The EMS Agency anticipates launching the Nurse Navigation Program during the second quarter of 2026.

EMT CERTIFICATION AND PARAMEDIC ACCREDITATION APPLICATION SOFTWARE

The EMS Agency spent a considerable amount of time planning for the adoption of an electronic system for receipt and processing of EMT certification and paramedic accreditation applications. The software system was intended to replace the EMS Agency's previous tracking and processing systems. The former system required our staff to manually scan and save multiple documents for each application as well as the use of multiple spreadsheets for application tracking and processing. After completing a review of the available systems and their various strengths and weaknesses, the EMS Agency established an agreement with Certemy to provide the system and software.



Work to move towards full implementation began with staff outlining the then current processes and requirements for application documents to be submitted and the steps taken to process each application. Certemy worked to translate this information into an electronic application process. The software allows applicants to enter their demographic data, upload important documents and continuing education certifications, and even to send documents to their employer for completion of verification steps. We also provided Certemy with our historical certification and accreditation records so that they could upload the data and create an account for each of our EMTs and Paramedics. Our staff then intensively reviewed the electronic processes and suggested modifications where needed. Additionally, we sought feedback from stakeholders and had several test-drive they system to provide input and suggestion for improvement prior to the go-live date.

After working with Certemy to fine-tune the software to be as user-friendly as possible, the EMS Agency is prepared to launch the system on February 1, 2026. We anticipate that the new software will not only be an easier tool for applicants, but also reduce the staff time needed to process each application.

STEMI SYSTEM OF CARE 15 YEAR ANNIVERSARY

2025 marked the 15th anniversary of the County of Monterey EMS ST-Elevation Myocardial Infarction (STEMI) system of care which launched in June 2010. The purpose of the STEMI system of care is to identify patients in need of prompt care for their heart attack emergency and to transport the patient to a hospital prepared to provide the care necessary for the patient's condition.

The main components of the STEMI system that have made it successful include:

- ✓ The EMS Agency established policies to direct the patient with STEMI to a designated hospital with the capability to promptly meet the patient's needs.
- ✓ EMS policies and education inform EMS personnel of which patient symptoms are suggestive of potential STEMI.
- ✓ The prehospital provision of 12-Lead ECG monitoring to identify the presence of STEMI.
- ✓ The EMS Agency designated Salinas Valley Health and Community Hospital of the Monterey Peninsula as the local STEMI receiving facilities that can provide for emergent cardiac catheterization and back-up cardio-thoracic surgery.
- ✓ Early notification to alert the STEMI receiving hospital of the arrival of a patient with STEMI.
- ✓ The STEMI receiving hospital provides for early activation of their on-call interventional cardiologist and cardiac catheterization lab team.
- ✓ The EMS Agency brings together system stakeholders to provide for the careful review of STEMI system data in a collaborative Quality Improvement model.

IMPLEMENTATION OF PARAMEDIC/ADVANCED LIFE SUPPORT SERVICE IN PACIFIC GROVE

In August 2024, the City Council of Pacific Grove adopted an amendment to their agreement with the City of Monterey and their Fire Department to permit the Monterey Fire Department to provide paramedic/advanced life support (ALS) services in Pacific Grove. Title 22 of the California Code of Regulations requires paramedic services providers to have a written agreement with their local EMS Agency to participate in the EMS system and ensure compliance with applicable state regulations and local policies and procedures.

EMS Agency policies address the requirements for a basic life support (BLS) first response EMS service provider to become a paramedic service provider. The policy requires a several step process that ensures that the new services are provided in a manner consistent with the established standards of the EMS system and that patients receive the highest quality care possible.

The application process requires documentation related to items such as: the medical/clinical need for paramedic services in the geographic service area, staffing to ensure adequate coverage on a continuous 24 hour per day basis, response time performance, financing of the services, and EMS call handling and dispatch of units. Applicants must submit a quality improvement program and plan and designate a liaison to address any related issues that might arise. They must also provide documentation of their commitment to EMS system participation and coordination with other providers.

Early in 2025, the EMS Agency brought an agreement with the City of Monterey to the Board of Supervisors. This agreement allowed for the provision of first response paramedic services in the City of Pacific Grove. The Board of Supervisors passed the agreement. Shortly thereafter EMS Agency staff conducted a final inspection of the personnel, equipment, and supplies needed to implement services. Monterey Fire successfully completed the inspection.

The provision of paramedic-level first response services begin in January 2025. The higher level of service provided by paramedics brings expanded training and additional assessment and treatment tools to those in Pacific Grove.

LOOKING AHEAD

On February 1, 2026, the County of Monterey EMS Agency initiated the operational period of the new ambulance service provider agreement with American Medical Response for the County's Exclusive Operating Area (EOA). This milestone marks a significant step forward in strengthening emergency medical services (EMS) delivery across the region.

Throughout 2026, the EMS Agency will focus on refining key components of the agreement, enhancing system performance, and implementing new tools and programs designed to improve patient care, operational efficiency, and transparency. We have outlined below some of the EMS Agency's primary priorities and planned initiatives for 2026.

1. Clinical Quality Scorecard Development

A central component of the new ambulance service provider agreement is the implementation of a Clinical Quality Scorecard. This tool evaluates the quality of patient care delivered once an ambulance arrives on scene and complements existing response time performance standards. Together, these measures will provide a more comprehensive and meaningful assessment of EMS system performance.

In 2026, the EMS Agency will:

- Improve data accuracy and reporting reliability.
- Establish baseline performance expectations
- Identify areas where performance may not meet established standards.
- Develop and implement targeted improvement plans.

As the system matures, the Agency will further analyze care delivery using an equity-focused approach, identifying potential disparities and opportunities to enhance equitable delivery of care across all populations served.

2. 9-1-1 Nurse Navigation Program Implementation

The EMS Agency will work to advance the 9-1-1 Nurse Navigation Program toward full implementation, with a target launch in the second quarter of 2026.

Key implementation priorities include:

- Finalizing operational workflows.
- Completing technical integration with dispatch systems.
- Refining clinical criteria for safe and appropriate call routing.
- Collaborating with system stakeholders to ensure readiness.
- Developing public education materials and outreach strategies.
- Updating relevant policies and procedures.

These efforts will ensure a coordinated rollout that supports patient access to the right level of care while improving overall system efficiency.

3. Implementation of Public-Facing Data Dashboards

To enhance transparency and accountability, the EMS Agency will work to develop and deploy public-facing data dashboards. These dashboards will provide stakeholders and community members with accessible insights into EMS system performance, including response and quality metrics.

4. Fee Schedule Development

The EMS Agency will work towards development of an updated fee schedule to support regulatory compliance and ensure sustainable funding for EMS system operations. This effort will align financial structures with the evolving needs of the system.

5. Improvement of Organizational Capacity and Staffing

To effectively implement these initiatives and meet our ongoing and evolving regulatory requirements, the EMS Agency will prioritize strengthening its organizational capacity. After operating with limited staffing for several years, the Agency plans to recruit and onboard additional personnel.

This change will:

- Allow the EMS Agency to fullfill its regulatory responsibilities and oversight requirements.
- Reduce workload strain on existing staff.
- Enhance overall operational effectiveness.
- Permit the EMS Agency to bring improvement and enhancements to the EMS system.

Expanding the team will be critical to sustaining progress and delivering high-quality service to the residents of and visitors to Monterey County.

Conclusion

The initiatives outlined above reflect the County of Monterey EMS Agency's commitment to advancing the quality, efficiency, and transparency of emergency medical services.
Through focused implementation of performance measurement tools, innovative care models, and enhanced accountability, the EMS Agency is well-positioned to continue improving patient outcomes and meeting the evolving needs of the community in 2026 and beyond.

CONCLUSION

We would like to thank the Board of Supervisors for the opportunity to present the 2025 EMS Agency Annual Report to highlight some of the work the team, along with our agency partners, achieved during 2025, bring attention to of the challenges our system faces today, and outline our goals for 2026. We are proud of what we have accomplished, grateful of the relationship with our partner agencies, and honored and committed to serving our community.

COUNTY OF MONTEREY
2025-2032 AMBULANCE SERVICES AGREEMENT IMPLEMENTATION UPDATE

June 16, 2026

Presented by: Debra Hopgood, Acting EMS Director/Bureau Chief
and
Kimberley Hernandez, EMS Analyst

HIGHLIGHTS OF THE 2025–2032 AGREEMENT

- Additional Unit Hours and Basic Life Support (BLS) Units
- Clinical Scorecard: Performance-based Key Performance Indicators (KPIs) – General Care, STEMI (ST-Elevation Myocardial Infarction), Stroke, Trauma
- 9-1-1 Nurse Navigation
- Equity & Cultural Competence
- Dedicated Bariatric Unit and Ergonomic Fleet Standards
- Equipment Enhancements: LIFEPAK 35 Monitors, Stryker Power-Pro and Stair-Pro Emergency Cots

ADDITIONAL UNIT HOURS AND BASIC LIFE SUPPORT (BLS) UNITS

- Increase from 2604 to 2856 weekly unit hours
- BLS units dedicated to interfacility transports to preserve Advanced Life Support (ALS) ambulances
- Improves 911 system reliability

CLINICAL SCORECARD

Key performance metrics include:

General Care, Stroke, STEMI, Trauma

Accountability for clinical quality

Quarterly scoring with enforceable consequences

Aligns local EMS care with national best practices

9-1-1 NURSE NAVIGATION

- Licensed nurses triage low-acuity 911 calls
- Direct patients to appropriate care:
  - Urgent care, telehealth, clinics, etc.
- No cost to patient for navigation
- Helps preserve ambulances for high-acuity medical emergencies

EQUITY AND CULTURAL COMPETENCE

- Language access tools
- Cultural competency training
- Community-level response time monitoring

MODERNIZED FLEET AND EQUIPMENT UPGRADES

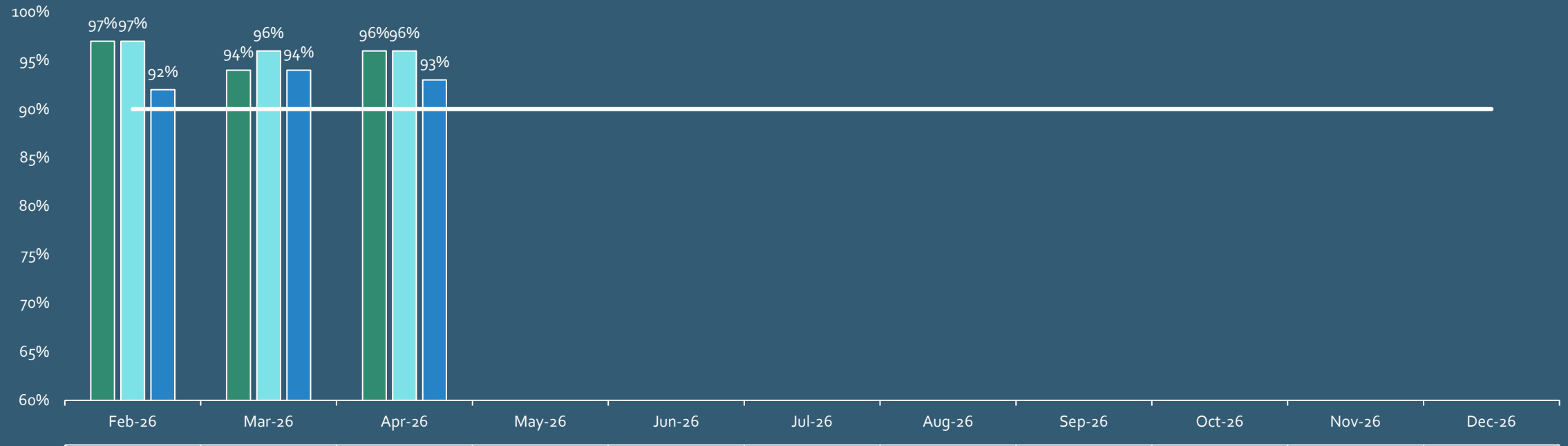
- New Type III ambulances
- Dedicated bariatric unit
- LIFEPAK 35 cardiac monitors
- Stryker Power-Pro and Stair-Pro Emergency Cots

EMS AGENCY OVERSIGHT IMPROVEMENTS

- New compliance tools (FirstWatch)
- Transparent financial reporting
- Enforceable liquidated damages

RESPONSE TIME COMPLIANCE: **RESPONSE AREA 1**

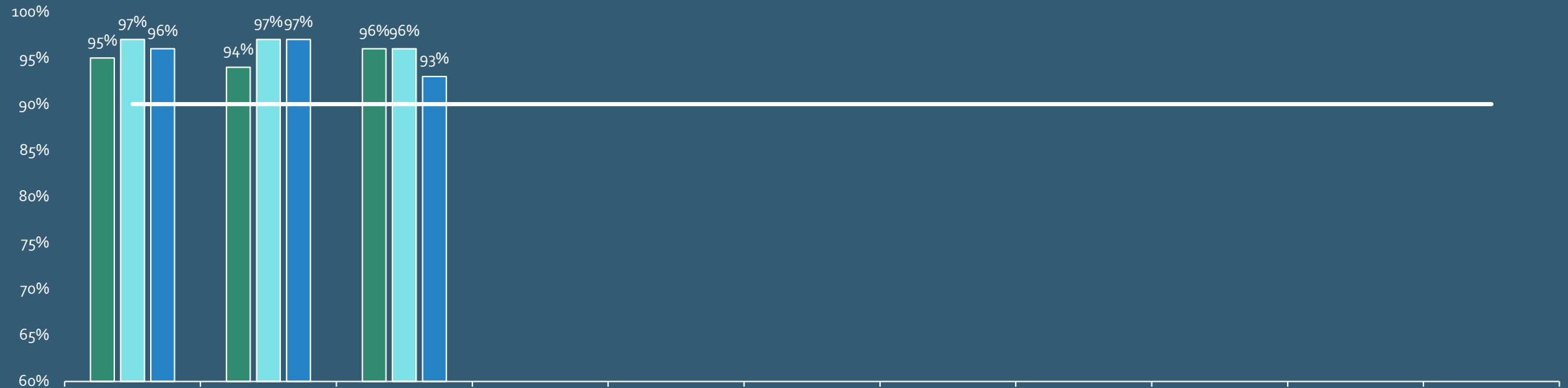
AMR Response Time Compliance by Priority: **Response Area 1**
February 2026-April 2026
Note: Missing priority values denote "100-call rule" not met



	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Priority 1	97%	94%	96%								
Priority 2	97%	96%	96%								
Priority 3	92%	94%	93%								
Standard	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%

RESPONSE TIME COMPLIANCE: **RESPONSE AREA 2**

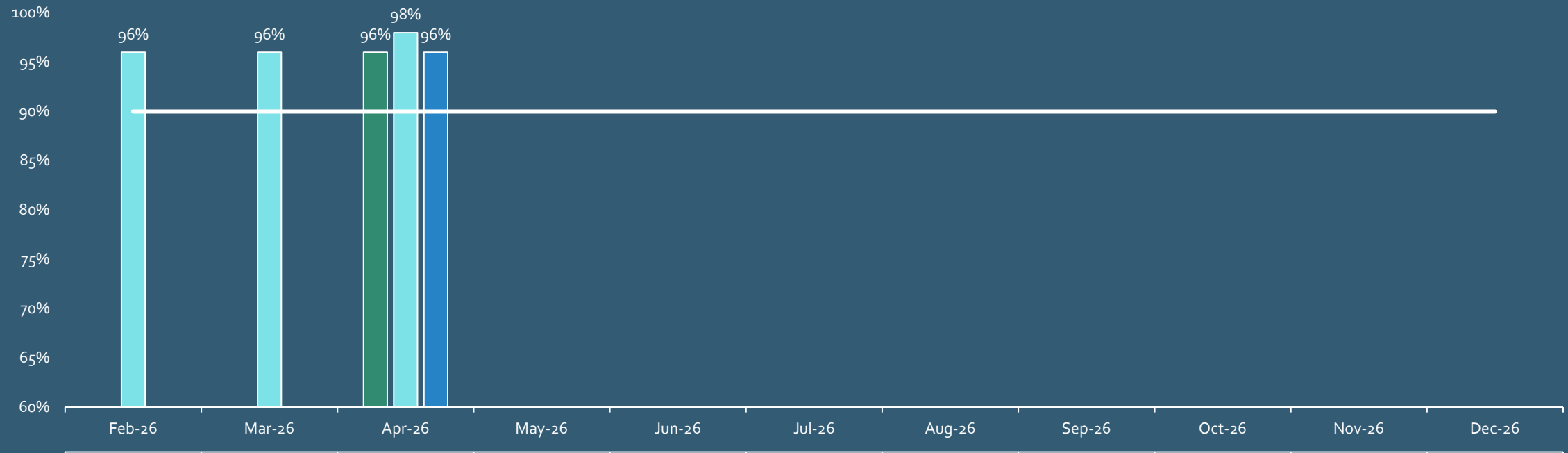
AMR Response Time Compliance by Priority: **Response Area 2**
February 2026-April 2026
Note: Missing priority values denote "100-call rule" not met



	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Priority 1	95%	94%	96%								
Priority 2	97%	97%	96%								
Priority 3	96%	97%	93%								
Standard	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%

RESPONSE TIME COMPLIANCE: **RESPONSE AREA 3**

AMR Response Time Compliance by Priority: **Response Area 3**
February 2026-April 2026
Note: Missing priority values denote the "100-call rule" not met



	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Priority 1			96%								
Priority 2	96%	96%	98%								
Priority 3			96%								
Standard	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%

STRONGER SYSTEM. BETTER OUTCOMES. IMPROVED EQUITY.

QUESTIONS?

Introduced: 5/29/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

Receive a presentation on the County of Monterey Health Department Behavioral Health Bureau Community Assistance, Recovery, and Empowerment (CARE) Act Program.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Receive a presentation on the County of Monterey Health Department Behavioral Health Bureau Community Assistance, Recovery, and Empowerment (CARE) Act Program.

SUMMARY:
The Community Assistance, Recovery, and Empowerment (CARE) Act established a civil court-based framework designed to connect individuals living with untreated serious mental illness to coordinated behavioral health treatment, housing, and supportive services. Monterey County implemented the CARE Act on December 1, 2024. The purpose of this presentation is to provide the Board of Supervisors with an updated overview of CARE Act implementation in Monterey County to date, including changes made pursuant to Senate Bill 27 (SB27), program structure, implementation activities, data, trends, successes, challenges, and opportunities.

DISCUSSION:
The CARE Act establishes a civil court process intended to connect individuals living with untreated severe mental illness to community-based behavioral health treatment, supportive services, and housing resources. Under the CARE Act, designated individuals such as family members, behavioral health providers, first responders, and others identified in statute may petition the court to initiate the CARE process. The court may then facilitate either a voluntary CARE Agreement or a court-ordered CARE Plan tailored to the individual's identified needs.

CARE Agreements and CARE Plans may include behavioral health treatment, medication support, case management, supportive housing resources, and other community-based services intended to promote stabilization and recovery. The CARE Act is designed to serve as an upstream intervention strategy intended to reduce avoidable psychiatric hospitalizations, incarcerations, homelessness, and Lanterman-Petris-Short (LPS) Act conservatorships through earlier engagement, coordination, accountability, and support for individuals experiencing significant functional impairment due to severe mental illness.

Monterey County Behavioral Health (MCBH) continues to prioritize voluntary engagement and treatment in the least restrictive setting possible. CARE Court serves as one additional intervention tool within the broader continuum of behavioral health and justice-related services available to individuals

experiencing serious mental illness and co-occurring conditions.

Prior to implementation, a multidisciplinary CARE Court Planning Committee was convened led by the Monterey County Superior Court beginning in January 2024. The planning effort included representatives from Behavioral Health, County Counsel, the Public Defender's Office, District Attorney's Office, Public Guardian/ Administrator/ Conservator, the Court Self-Help Center, healthcare providers, and other justice and community partners. Monterey County also conducted stakeholder outreach and participated in statewide CARE Act trainings, workgroups, and implementation convenings in preparation for program launch.

Effective January 1, 2026, Senate Bill 27 enacted several amendments to the CARE Act intended to clarify eligibility criteria and streamline implementation. These amendments expanded CARE Act eligibility to include individuals diagnosed with Bipolar I Disorder with psychotic features, excluding psychosis related solely to substance intoxication; defined "clinically stabilized in ongoing voluntary treatment" within statute; allowed certain court referrals to serve as CARE petitions; authorized nurse practitioners and physician assistants to complete affidavits supporting CARE petitions; and permitted criminal courts to consider CARE referrals earlier in cases involving individuals found incompetent to stand trial.

Since implementation of the CARE Act on December 1, 2024, a total of 44 petitions have been filed through April 30, 2026, including 24 petitions filed during calendar year 2025 and 18 petitions filed during the first four months of 2026. To date, the CARE process has resulted in 18 CARE Agreements and four court-ordered CARE Plans, with additional cases currently in progress toward agreement or plan development. CARE petition activity has continued to increase since implementation, and the County is currently on track to exceed the total 2025 petition activity by year-end.

Implementation successes include increased collaboration among Behavioral Health, the Superior Court, Public Guardian/Conservator, healthcare providers, and justice partners; improved coordination for individuals transitioning from custody to treatment and housing; and increased opportunities for family engagement and voluntary treatment participation. CARE participants experiencing homelessness have also been connected to supportive housing placements, including Hope Housing Marina, board-and-care facilities, transitional housing, and Interim Inc. programs.

Implementation challenges continue to include extensive data reporting requirements, limited placement options for certain high-acuity populations, significant legal and administrative coordination requirements, and the reality that CARE is a resource intensive program in terms of staffing associated with the provision of direct client care and the court-related requirements. .

On May 7, 2026, Monterey County Behavioral Health hosted a number of State representatives and local partners for a CARE Act site visit. The visit occurred at the initiation of California Health and Human Services (CALHHS) Agency following increased statewide attention and accountability efforts related to CARE Act implementation and county performance following Governor Newsom's March 2, 2026, press conference where he named Monterey as one of 10 underperforming counties as CARE Improvement and Coordination Unit (ICU) counties, along with Los Angeles, Orange, San

Francisco, Santa Clara, San Bernardino, Kern, Riverside, Yolo and Fresno based only on a single data point, the number of per capita CARE petitions filed in calendar year 2025. The site visit was an opportunity for MCBH and our partners to provide a comprehensive overview of Monterey County's CARE Act implementation efforts, program data that demonstrates Monterey is not "underperforming", operational processes and broader continuum of behavioral health, housing, conservatorship, and supportive services available to this population at the local level.

The delegation also toured the County's Behavioral Health Bridge Housing (BHBH) grant-funded Hope Housing Marina program, where they heard firsthand from individuals sharing their lived experience regarding housing stability, treatment engagement, sense of community, recovery, and coordinated support services. Site visit participants engaged in discussions regarding implementation successes, operational challenges, legal and policy considerations, and potential opportunities for targeted technical assistance and enhanced statewide collaboration related to CARE reimbursement maximization, cost-saving strategies, coordination with Department of State Hospitals (DSH), and strengthening collaboration between Behavioral Health and Public Guardian/Public Administrator/Conservator programs across counties.

This presentation supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal 2: Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports the following of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Monterey County Superior Court, County of Monterey County Counsel, Public Defender's Office, District Attorney's Office, Public Guardian/Administrator/Conservator, local hospitals, law enforcement / first responder agencies, and community-based organizations have collaborated with Monterey County Behavioral Health in CARE Act implementation planning and ongoing operations.

FINANCING:
Assembly Bill 179 provided statewide funding for CARE Act implementation, including startup funding allocated to County of Monterey in the amount of $328,604 to support implementation activities. The Governor's Budget also includes ongoing statewide General Fund support for CARE Act operations, including court hearings, outreach and engagement, reporting, and data collection activities. To date, MCBH has received $38,031 in reimbursement for eligible CARE-related activities in FY 2024-25 and has billed an additional $333,423 through the third quarter of FY 2025-26. CARE Act implementation continues to require significant staff and operational resources associated with court coordination, case management, outreach and engagement, reporting requirements, and legal and administrative support activities.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life and Safe and Resilient Communities by enhancing access to behavioral health services for individuals with untreated serious mental illness. The CARE Act promotes early intervention, coordinated care, and system accountability, contributing to improved individual outcomes and

community stability.

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

Prepared by: Melanie Rhodes, Behavioral Health Bureau Chief / Director, 755-1742
Fabricio Chombo, Behavioral Health Assistant Bureau Chief 755-4578
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
PowerPoint presentation

Introduced: 5/29/2026
Version: 1

Current Status: Agenda Ready
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____ Dynamic Organization and Employer of Choice

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

Attachments:
Board Report
PowerPoint presentation

THE COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE) ACT

CARE Act Update
Board of Supervisors
June 16, 2026
26-549
Item 16

Agenda

- CARE Act implementation in Monterey County
- Senate Bill 27 (SB27) updates to the CARE Act, effective January 1, 2026
- Local CARE Court data
- CARE Improvement and Coordination Unit (ICU) status
- State site visit held May 7, 2026

What does the CARE Act do?

- The CARE Act creates a pathway to deliver mental health treatment and support services to eligible individuals (adults aged 18+) who have untreated schizophrenia spectrum or other psychotic disorders, **or** *bipolar I disorder with psychotic features* **and** are not currently stabilized in ongoing voluntary treatment.

- The CARE Act allows the court to order the county to provide behavioral health treatment in community-based settings.

- The individual enters this pathway when a petitioner requests court-ordered treatment, services, supports, and housing resources under the CARE Act, for an eligible individual (or "respondent").

- Streamlined process for referrals from certain types of court proceedings.

- ***CARE Court started in Monterey County 12/1/2024.***

CARE Court Planning Committee

- Convened by Judge Julie R. Culver, Monterey County Superior Court
- Monthly meetings starting in January 2024 to prepare for our “go live” on December 1, 2024
- Ad hoc workgroups throughout 2024 & Mock Trial in November 2024
- Planning Committee included several key partners from the Court, Self-Help Center, County Counsel, Behavioral Health, Public Defender, District Attorney, and Public Guardian/Conservator
- Health Management Associates (HMA) Consultants
- Stakeholder engagement & presentations
- Team attended state convenings / webinars / workgroups to learn from cohort 1 counties

Stakeholder Engagement

- Internal County BH Service Providers
- External CBO Service Providers
- Hospitals
- Public Guardian / Conservators
- Department of Social Services, Aging and Adult Services
- Law Enforcement Agencies
- Law Chiefs
- DA Multi-Cultural Community Council
- Monterey County Bar Association
- Homeless Services Providers
- NAMI, Monterey County
- Peer Groups
- Board of Supervisors
- Media Briefings
- Community / Stakeholder Zoom presentations open to public
- Behavioral Health Commission
- Mobile Crisis Teams

Superior Court of California, County of Monterey

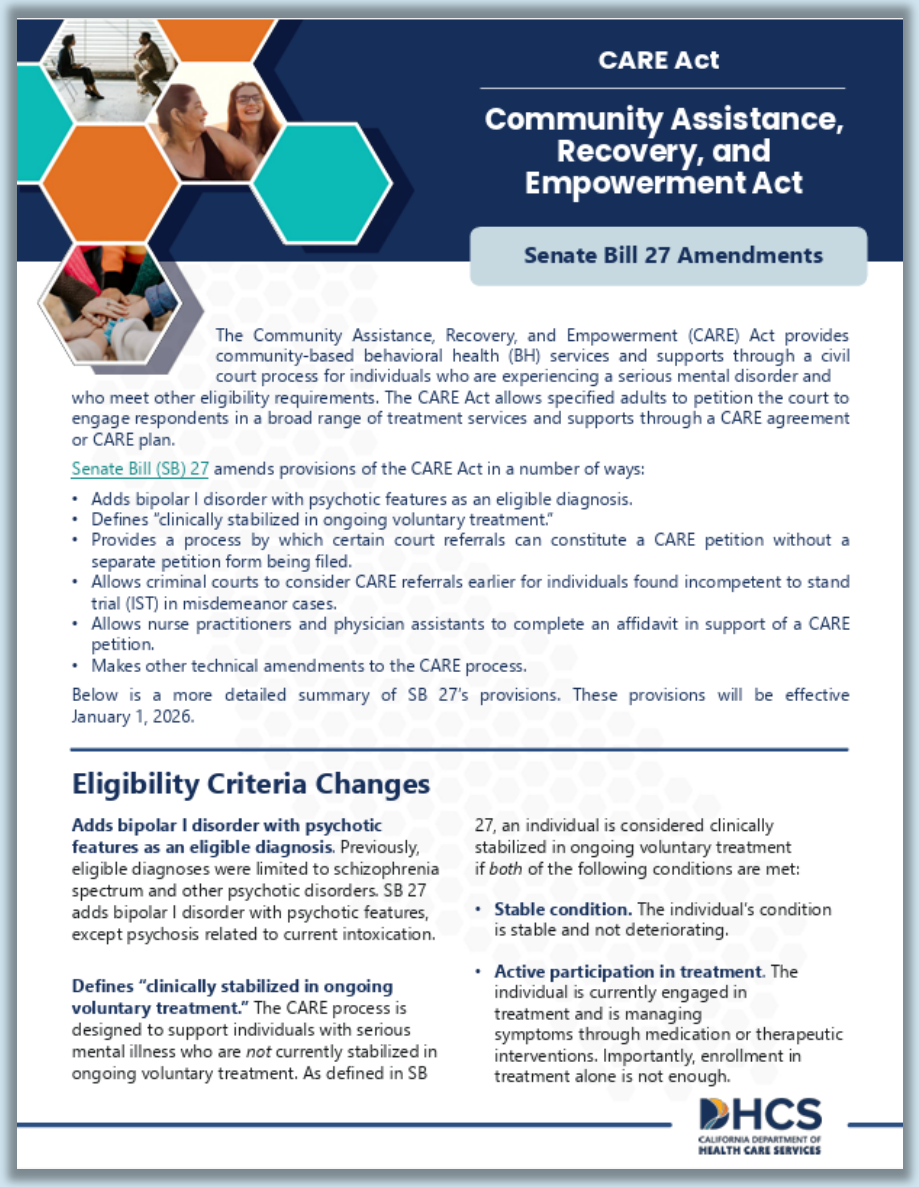
CARE Court Website
https://www.monterey.courts.ca.gov/care-court

Self-Help Website
https://www.monterey.courts.ca.gov/self-help

Self-Help Locations in Monterey, Salinas and King City

County of Monterey, Health Department, Behavioral Health Bureau

The Community Assistance, Recovery and Empowerment (CARE) Act | County of Monterey, CAnterey, CA



CARE Act

Community Assistance, Recovery, and Empowerment Act

Senate Bill 27 Amendments

The Community Assistance, Recovery, and Empowerment (CARE) Act provides community-based behavioral health (BH) services and supports through a civil court process for individuals who are experiencing a serious mental disorder and who meet other eligibility requirements. The CARE Act allows specified adults to petition the court to engage respondents in a broad range of treatment services and supports through a CARE agreement or CARE plan.

Senate Bill (SB) 27 amends provisions of the CARE Act in a number of ways:

- Adds bipolar I disorder with psychotic features as an eligible diagnosis.
- Defines "clinically stabilized in ongoing voluntary treatment."
- Provides a process by which certain court referrals can constitute a CARE petition without a separate petition form being filed.
- Allows criminal courts to consider CARE referrals earlier for individuals found incompetent to stand trial (IST) in misdemeanor cases.
- Allows nurse practitioners and physician assistants to complete an affidavit in support of a CARE petition.
- Makes other technical amendments to the CARE process.

Below is a more detailed summary of SB 27's provisions. These provisions will be effective January 1, 2026.

Eligibility Criteria Changes

Adds bipolar I disorder with psychotic features as an eligible diagnosis. Previously, eligible diagnoses were limited to schizophrenia spectrum and other psychotic disorders. SB 27 adds bipolar I disorder with psychotic features, except psychosis related to current intoxication.

Defines "clinically stabilized in ongoing voluntary treatment." The CARE process is designed to support individuals with serious mental illness who are *not* currently stabilized in ongoing voluntary treatment. As defined in SB 27, an individual is considered clinically stabilized in ongoing voluntary treatment if *both* of the following conditions are met:

- **Stable condition.** The individual's condition is stable and not deteriorating.
- **Active participation in treatment.** The individual is currently engaged in treatment and is managing symptoms through medication or therapeutic interventions. Importantly, enrollment in treatment alone is not enough.

DHCS
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

Overview of Senate Bill (SB) 27

Beginning **January 1, 2026**, changes made by **Senate Bill 27** went into effect, including:

- Addition of bipolar I with psychotic features, except psychosis related to intoxication, as an eligible diagnosis.
- Definition of clinically stabilized in ongoing voluntary treatment.
- A process for certain court referrals to serve as a CARE petition.
- Ability of criminal courts to consider CARE referrals earlier for individuals found incompetent to stand trial in misdemeanor cases.
- Authority for nurse practitioners and physician assistants to complete affidavits in support of petitions.
- Other technical amendments to streamline the CARE process.

Find more information about these changes in the Senate Bill 27 Amendments brief on the CARE Act Resource Center or email us at **info@CARE-Act.org**.

Addition of Bipolar 1 Disorder

- SB 27 added bipolar I disorder with psychotic features, except psychosis related to current intoxication, as an eligible diagnosis for CARE eligibility.

See the updated Eligibility Fact Sheet that includes bipolar 1 with psychotic features and the FAQ on eligible diagnosis. For more information on bipolar I, see the Understanding Bipolar I w Psychotic Symptoms brief.

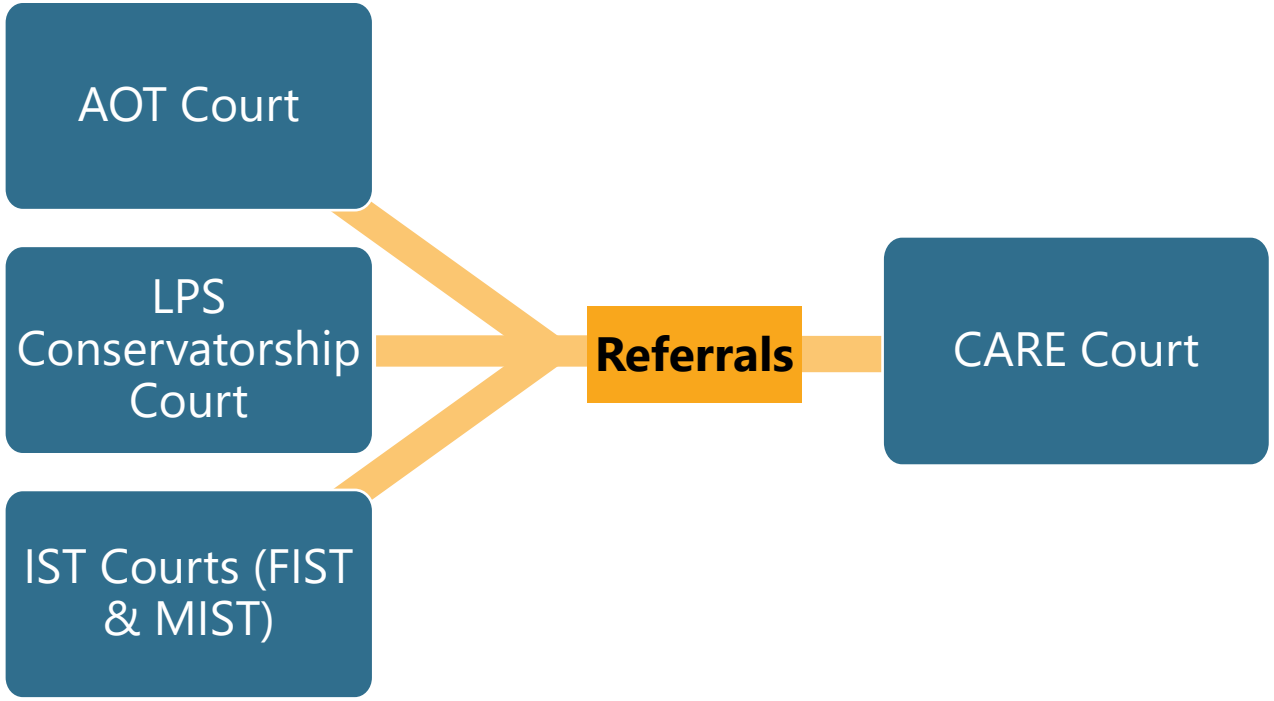
Clinically Stabilized

To be eligible for CARE, an individual cannot be clinically stabilized in ongoing voluntary treatment.

As defined by SB 27, an individual is considered clinically stabilized in ongoing voluntary treatment if *both* of the following conditions are met:

- ✓ **Stable condition.** The individual's condition is stable and not deteriorating.
- ✓ **Active participation in treatment.** The individual is currently engaged in treatment *and* is managing symptoms through medication or therapeutic interventions.

Streamlined Court Referrals

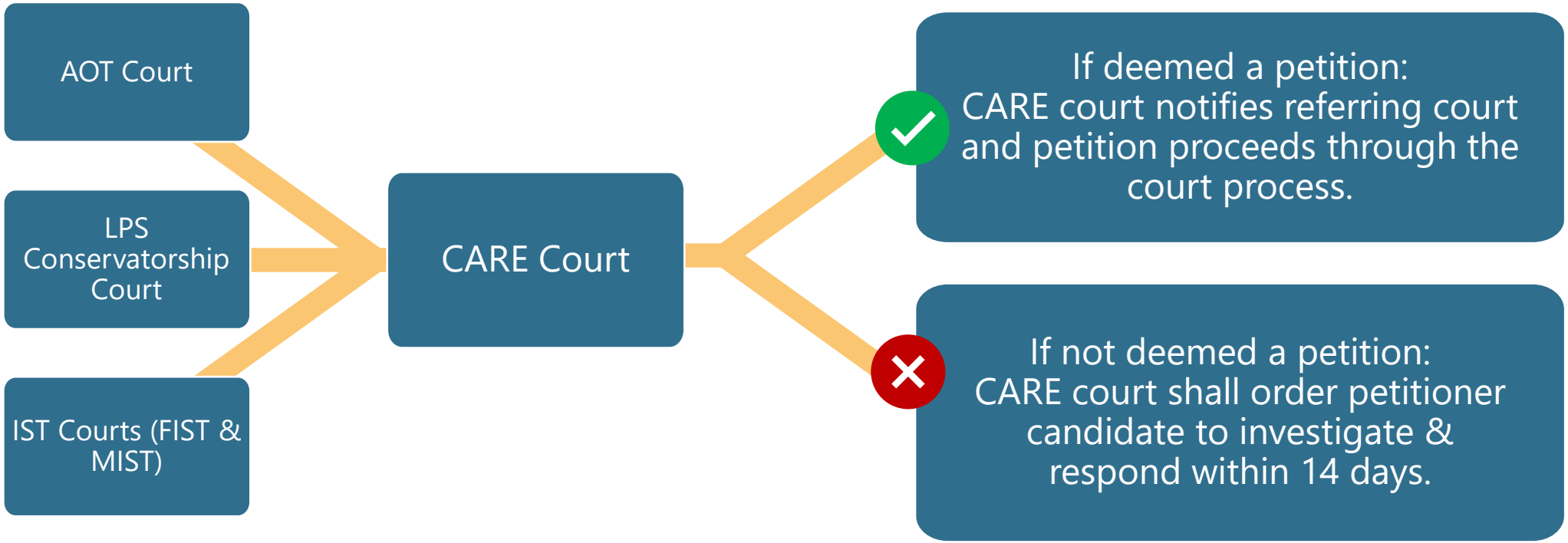


A CARE court may consider a referral to be a petition if:

- It includes all required information (e.g., facts that support CARE eligibility), **and**
- The referral makes a prima facie showing that the individual meets or may meet CARE eligibility criteria.

AOT – Assisted Outpatient Treatment
LPS – Lanterman-Petris-Short
FIST / MIST – felony and misdemeanor Incompetent to Stand Trial (IST)

Streamlined Court Referrals



- AOT, MIST, FIST → County behavioral health director/designee.
- LPS conservatorship → Conservator or proposed conservator.

AOT – Assisted Outpatient Treatment
LPS – Lanterman-Petris-Short
FIST / MIST – felony and misdemeanor Incompetent to Stand Trial (IST)

County BH and jail medical providers can share confidential medical records and other relevant information associated with a referral with the court to determine eligibility.

Earlier Referrals from MIST Courts

SB 27 allows a MIST court to consider an individual's CARE eligibility at a hearing held after the initial determination of incompetency.

The following process applies:

- CARE court holds a hearing to determine eligibility within 30 court days of the referral.
  - If the hearing is not held within the 30 court days, an individual in county jail shall be released pending the hearing.
- If the individual is accepted into CARE, the CARE court shall notify the criminal court and the charges shall be dismissed 6 months after the referral, unless the case is referred back to the criminal court prior.

A MIST court retains the ability to make a CARE referral if an individual is ineligible for or unsuccessful in diversion.

Referrals from FIST Cases

- While FIST referrals to CARE have always been provided for in the Penal Code, SB 27 specifically includes a FIST referral pathway in the CARE statute.
- SB 27 allows for FIST and CARE courts to communicate regarding the status of a respondent's case and any relevant court orders while the cases are pending in both courts.

CARE Process Clarifications

- ✓ Allows nurse practitioners and physician assistants to sign affidavits in support of petitions.
- ✓ Confirms that courts may make a prima facie determination without a hearing.
- ✓ Confirms courts may hold multiple progress hearings throughout the duration of a CARE agreement.
- ✓ Clarifies the court's role in graduations and voluntary reappointments.
- ✓ Clarifies that the county, not respondent, must provide notice of case management hearings to tribes.

CARE Data

December 1, 2024
through
April 30, 2026

CARE Court started in Monterey County December 1, 2024

Total petitions filed = 44

- December 2024 total number of petitions filed = 2
- CY 2025 total number of petitions filed = 24
- January – April 2026 total number of petitions filed = 18

Dispositions – 17 dismissals

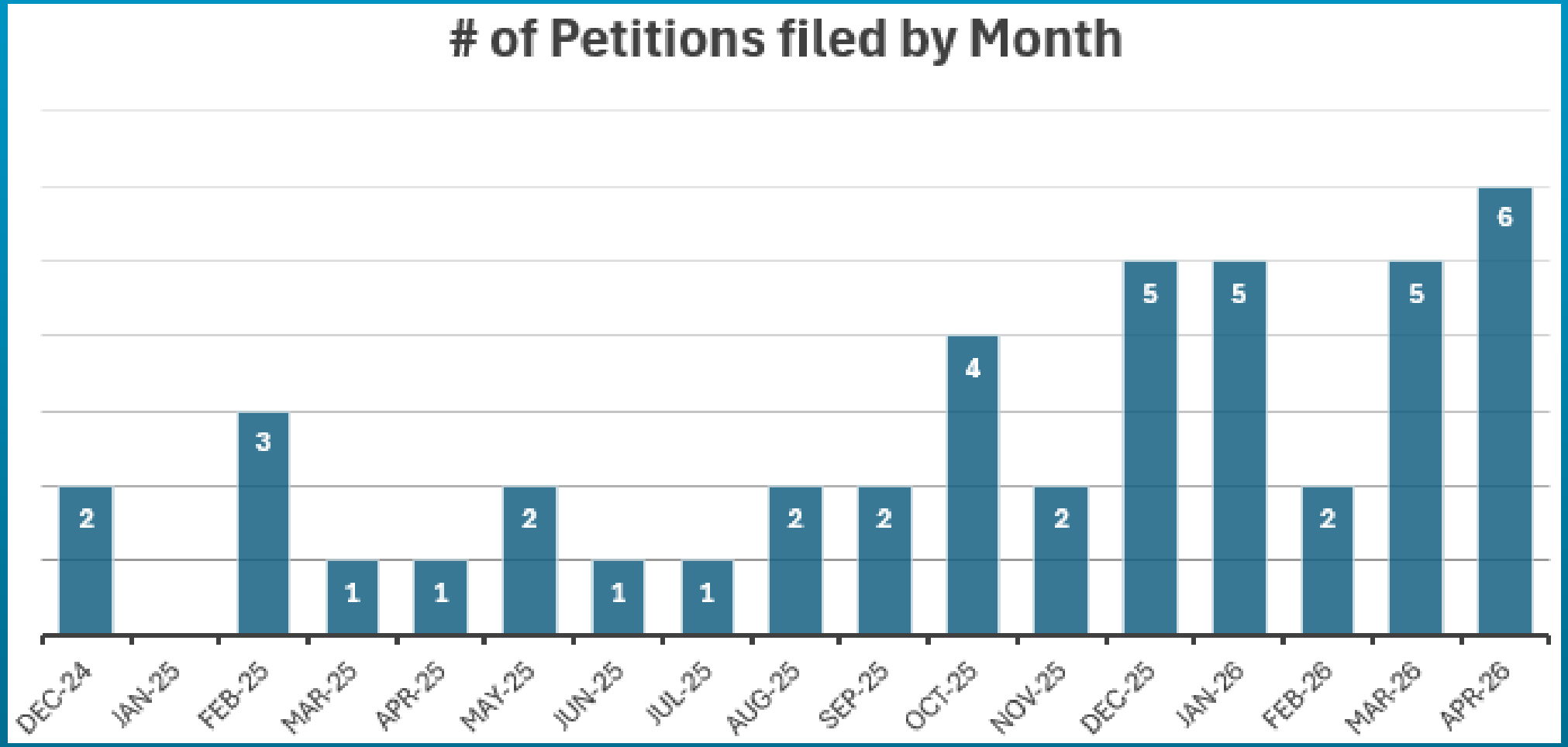
CARE Agreements – 18

CARE Plans – 4

CARE Agreement converted to CARE Plan – 3

In progress cases toward CARE Agreement or Plan - 2

CARE Petitions by Month



Source of CARE Petitions in Monterey County through 04/30/26

- Behavioral Health – 14
- DSH - 9
- Family Member – 8
- PG/PA/PC – 2
- Natividad Hospital – 2
- CDCR – 2
- Interim – 3
- Criminal Court Referral – 3
- Other - 1

Reasons for Dismissals

- Did not meet prima facie
- LPS Conservatorship Filed
- No Qualifying Diagnosis
- Voluntary Engagement
- Transfer to county of residence
- Missing/Cannot locate Respondent
- Other
- Not Engaged

Case Volume by Year

All CARE Act Proceedings filed in Monterey County Superior Court through April 2026

2

2024

cases filed

24

2025

cases filed

★ 2026 HIGHLIGHT

18

cases filed

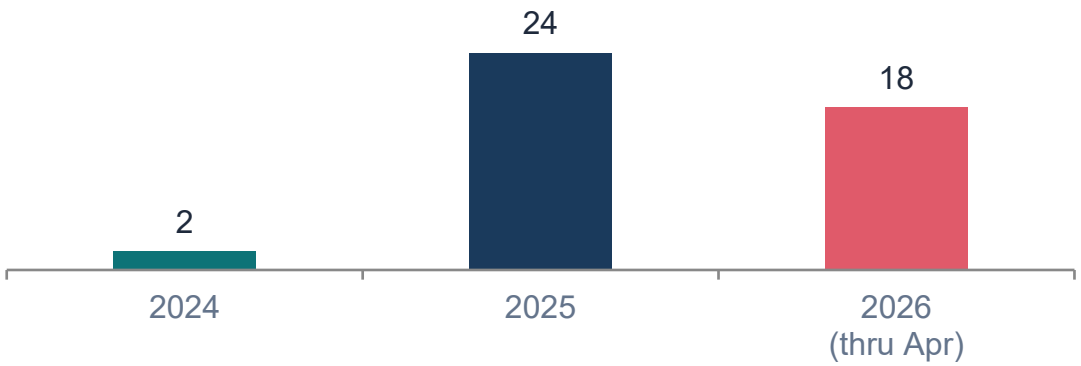
thru April only

On pace for ~54 cases by year-end

44

Grand Total

all years



Self Help Center Support

Community Resources for CARE Act Participants

Dedicated CARE Act Support

The Court's Self-Help Center provides a dedicated point of contact for CARE Act questions — the **Center Manager** is personally available to assist members of the public navigating the CARE Act process.

1–4 Customers request assistance from SHC per month

Role Highlights

- Staffed by the Self-Help Center Manager
- Answers questions from petitioners, respondents & families
- Provides guidance on CARE Act procedures & next steps
- An average of 2 customers per month seek assistance

Source: Monterey County Superior Court | Data through April 2026

Key Takeaways

- 2026 is already the 2nd busiest year— with 18 cases in just 4 months, it's on pace to surpass 2025 by year-end.
- Rapid program growth: filings increased 12× from 2024 to 2025 (2 → 24 cases), and 2026 continues that trajectory.
- CARE Agreements remain the top successful outcome
- Prima facie dismissals are the most common non-agreement closure (7 total across 2025–2026).
- We currently have the largest active docket the program has seen.

Source: Monterey County Superior Court | Data through April 2026

- Increased collaboration with PG/PA/PC
- Support for mentally ill individuals transitioning from jail to treatment and housing (e.g., reducing repeated parole violations for technical issues like ankle monitor charging).
- Assist families in creating stable housing and improving family harmony for both the individual and their loved ones.
- Help individuals transitioning off conservatorship remain stable and demonstrate voluntary adherence to treatment.
- The CARE process involves repeated engagement with Behavioral Health providers, which often helps even resistant individuals become more open to treatment over time.

- Extensive Data Collection
- No Placement for P.C. 290 Registrants
- Legal process tasks (preparing and serving legal documents, arranging transportation to court, etc…) is time consuming and reduces the amount of time that can be spent on treatment specific services.
- Resource intensive program in terms of staffing

- Assembly Bill 179 provided a statewide appropriation of $57 million for CARE Act implementation, with $31 million reserved for Cohort 2 counties and allocated proportionally by population.
- In November 2022, Monterey County received **$328,604** from the State for CARE Act startup and implementation costs
  - *Funding to support efforts of Behavioral Health, County Counsel, and Public Defender*
  - *The Court received separate funding for their start up costs*
- The Governor's Budget allocates roughly $31.9 million in General Fund resources for FY 2025-26 and $47.4 million for FY 2026-27 to support statewide ongoing court hearings, court reports, outreach and engagement, and data reporting costs.
  - *This funding supports time spent on Court Reports, Court Hearings, Notices, Outreach and Engagement, and Data Reporting activities.*
  - *To date, MCBH has received **$38,031** for these categories.*
  - *MCBH has billed but not yet received and additional **$333,423** (through Q3 for FY 25/26)*

Governor Newsom's Press Conference, March 2, 2026

https://calmatters.org/health/mental-health/2026/03/newsom-threatens-counties-care-court/

State Site Visit

May 7, 2026

AGENDA

9:00am

- Convene for Welcome & Introductions
- Get to know County of Monterey presentation
- Overview of CARE Act local implementation & data from program inception to date

11:00am

- Transition to the County's Behavioral Health Bridge Housing (BHBH) program, Hope Housing Marina
- Overview of the program and tour; meet partners; hear speakers share their lived experience perspective of CARE and the Hope Housing Marina program

12:30pm

- Return to Marina Training Room for a working lunch & continued conversation regarding CARE Act implementation with staff and partners
- Discuss processes, success, challenges
- Legal questions; opportunities for policy clarification or legislative fixes

3:00pm

- Wrap Up and Conclude Site Visit

State Site Visit re CARE

State Representatives from:
California Health and Human Services Agency (CalHHS)
Governor's Office of External Affairs
Department of Health Care Services (DHCS)
Judicial Council
Desert Vista Consulting
Health Management Associates

County Representatives from:
Behavioral Health
Health
CAO
County Counsel
Public Defender
PA / PG / PC
Superior Court
District 1

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

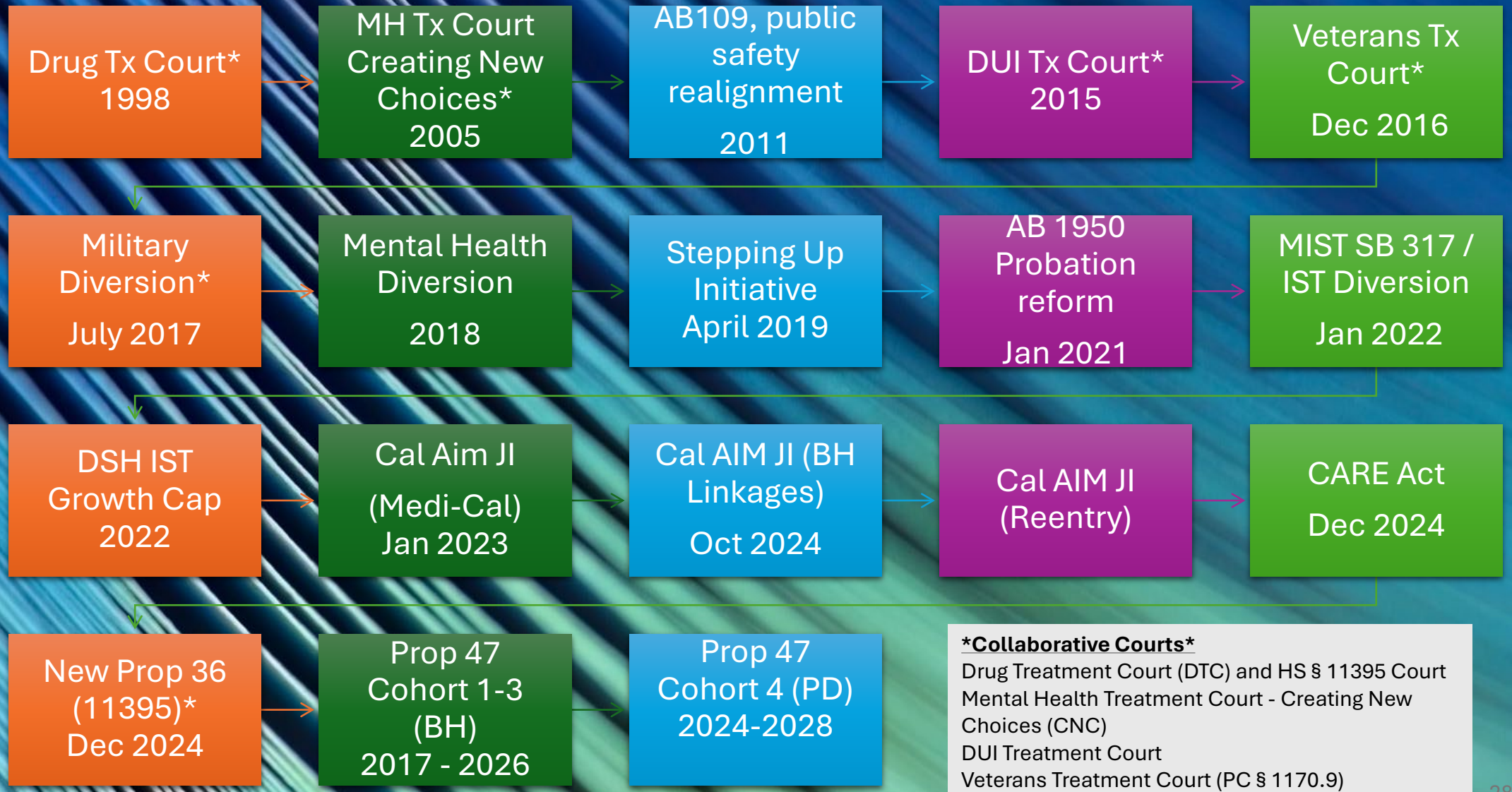
Parity

Commercial Plan Contracting Requirement (BHSA)
Commercial Plan Billing

Voter Initiatives

Proposition 36 Treatment Mandated Felonies
Proposition 1 BHSA

Timeline of Services & Initiatives for Justice Involved Adults



Collaborative Courts

Drug Treatment Court (DTC) and HS § 11395 Court
Mental Health Treatment Court - Creating New Choices (CNC)
DUI Treatment Court
Veterans Treatment Court (PC § 1170.9)
Military Diversion (PC § 1001.80) Court

MCBH Adult Justice Involved Services Staffing

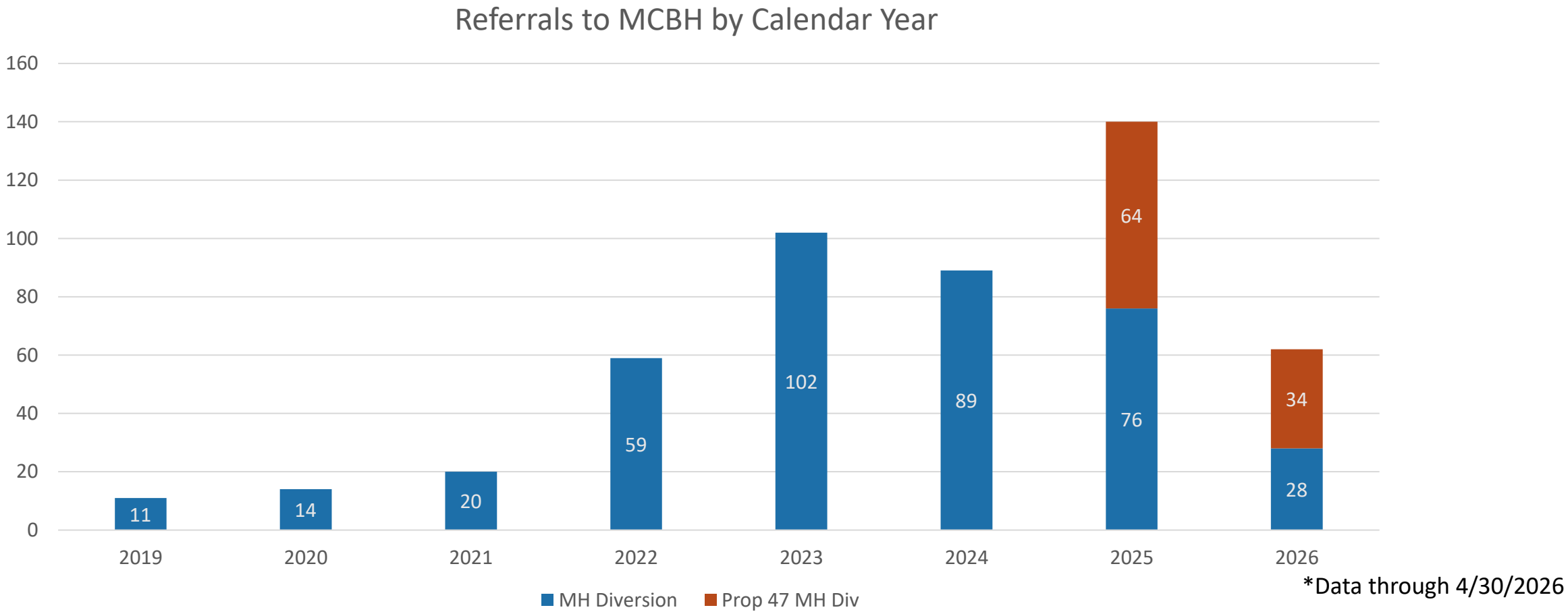
**currently have 6 vacancies: 2 Sr PSWs, 2 PSWs, 2 SWIIIs*

*When fully staffed total of 28 FTEs**

- BH Service Manager (1 FTE)
- BH Unit Supervisor (3 FTE)
- Forensic Psychiatrist (1 FTE)
- Clinical Psychologist (1FTE)
- Senior Psychiatric Social Worker (2 FTE)
- Psychiatric Social Worker (9 FTE)
- Social Worker III (10 FTE)
- Patient Service Representative (1FTE)

CARE Court Staffing

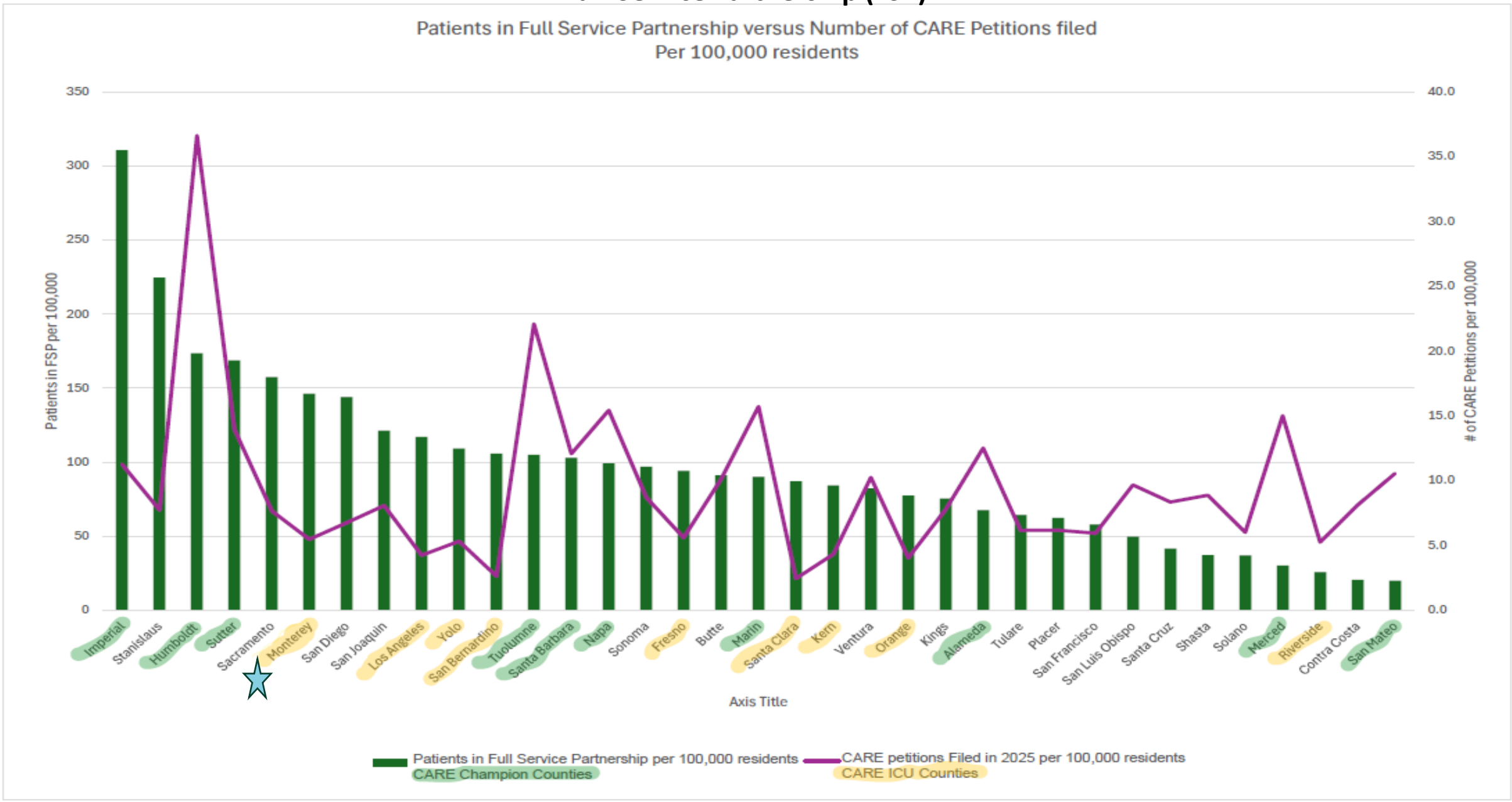
- BH Unit Supervisor (1)
- Psychiatric Social Workers (2)
- Social Worker III (3)
- Relies on support of Forensic Psychiatrist and Clinical Psychologist
- Requires support of BH Services Manager, Deputy Director, Management Analyst, BH IT



*Data through 4/30/2026

Mental Health Diversion

Full-Service Partnership (FSP)



Source: State of California Accountability Website https://www.accountability.ca.gov/

Hope Housing Marina

A DHCS Behavioral Health Bridge Housing (BHBH) Program

State Site Visit, May 7, 2026

Background

Funded by DHCS Behavioral Health Bridge Housing Grant

- Sept 2022: Budget Act (Assembly Bill 179) provides funding through June 30, 2027

2024 National Point in Time (PIT) count estimates that:

- 24% (187,084/771,480) of those experiencing homelessness nationally live in CA
- 45% (123,974/274,222) of those experiencing unsheltered homelessness nationally live in CA
- The Regional CoC (Monterey & San Benito) 2024 PIT homelessness survey estimates that 74% (1,998/2,704 overall) are experiencing unsheltered homelessness

Monterey County BHB was awarded $11.3 million

- Provides funding for housing and services for people experiencing homelessness with serious behavioral health conditions (SMI & SUD)
  - Includes funds for capital improvements ($2.8 million) and operations (over 3 contracts)

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Hope Housing Marina

Partnership between MCBH, Sun Street Centers, Interim Inc., and Housing Authority (HACM)

Located in Marina at the Pueblo del Mar site on the former Fort Ord

- Housing Authority owned property deed restricted as recovery housing
- MCBH holds primary lease and subleases to participants and families
    - 12 month-lease with month to month up to 24 months
- MCBH pays security deposits
- Referred through MCBH
- Started Accepting Referrals July 1, 2024
        - First leases were signed August 28, 2024

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Hope Housing Marina

All available units were occupied as of June 2025 with ongoing turnover and there is a waiting list

- Housing First Recovery Model
- "Low Barrier" housing
- 55 2BR/1B units and includes individual shared and family housing
  - 30 family units- max occupancy 4 people= up to 120 beds
  - 24 shared individual = 48 beds
  - One "flex unit"
  - rent = 30% of income

- **Currently** housing and serving 100 community members (*as of 5/1/2026*)
  - (71) participants
  - (26) families
  - (28) minors

Goal

HOPE HOUSING

The goal of Hope Housing is to provide **services** and **transitional housing** to help people experiencing **homelessness** who have been diagnosed with a **serious mental illness** and/or a **substance use disorder** to overcome barriers to accessing and maintaining **long-term** housing.

COUNTY OF MONTEREY
HEALTH DEPARTMENT

500

Eligibility Criteria

HOPE HOUSING

COUNTY OF MONTEREY
HEALTH DEPARTMENT

Eligible applicants are:

- Adults 18 years of age and older AND
- Residents of Monterey County AND
- Individuals experiencing homelessness or who are at-risk of homelessness, AND
- Individuals diagnosed with a serious mental illness, (SMI) OR
- Individuals diagnosed with a substance use disorder (SUD) OR
- Community Assistance, Recovery, and Empowerment (CARE) program participants

To ensure the safety of Hope Housing participants and their families, individuals will *not* be eligible if:

- the individual is a registered sex offender, OR
- has a history of fire starting or arson, OR
- has a recent history of dangerous or exploitative behaviors without concern for the safety of others, OR
- the individual does not agree with the program rules or otherwise is not able to understand or adhere to the program agreement or lease responsibilities.

501

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Housing Services

Housing Services are provided to *all participants* through Sun Street Centers

- Provide Transitional Bridge Housing 12-24 months
- Individualized housing plans
- Life skills coaching
- Referrals for wraparound services
- Housing navigation (Housing Resource Center)
- Daily daytime staff with evening security patrol
- Meals provided depending on need

Specialty Services

INTERIM INC.

(SPECIALTY MENTAL HEALTH SERVICES)

- An adult with a primary serious mental illness diagnosis
- May have secondary co-occurring disorder
- Services are individualized and include case coordination, med support, individual and group counseling and activities, & crisis intervention
- Care will be transferred to Interim only during participation in Hope Housing

SUN STREET CENTERS

(OUTPATIENT SUBSTANCE USE SERVICES)

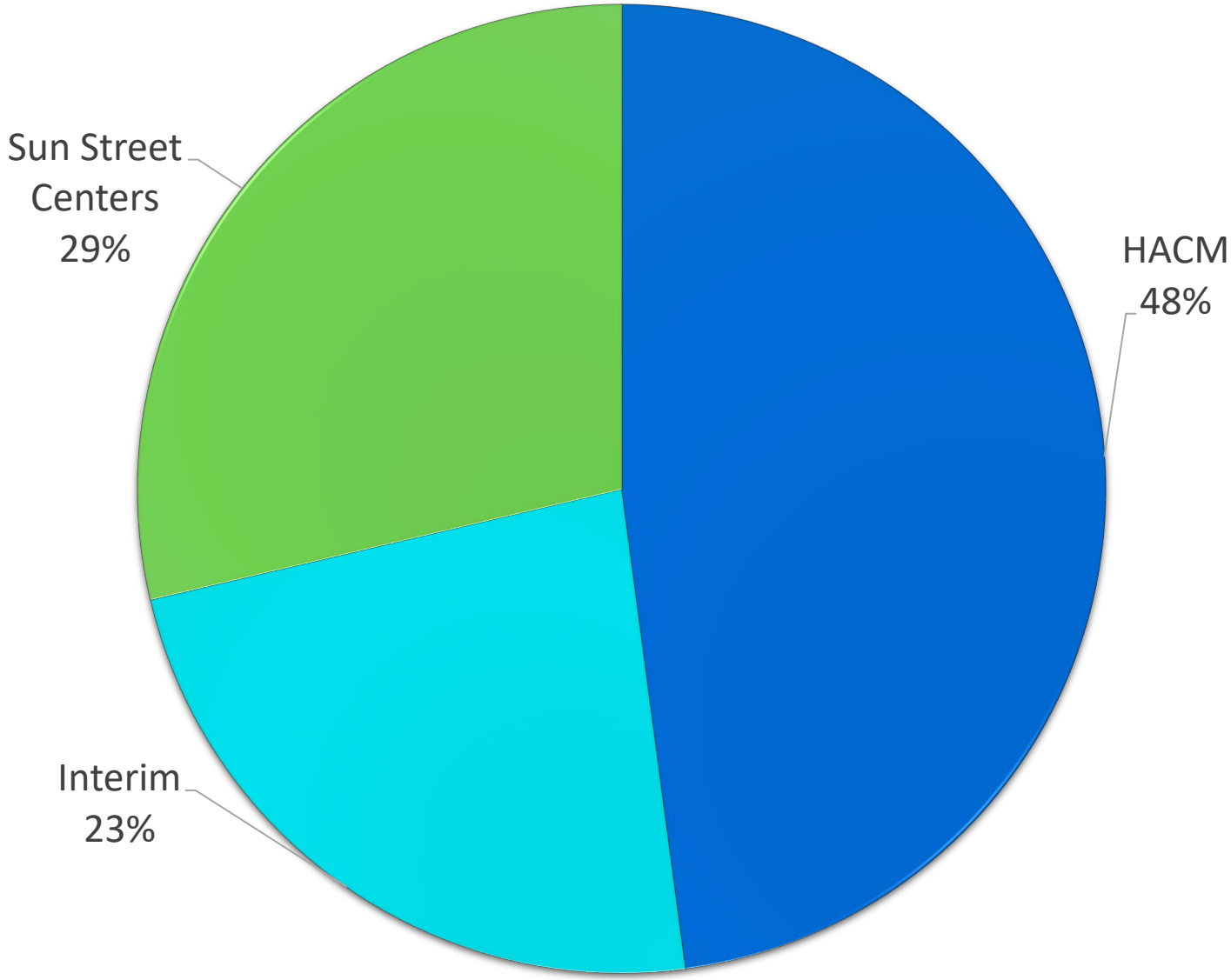
- An adult with a primary substance use disorder diagnosis
- May have secondary co-occurring mild to moderate mental health diagnosis
- Services are individualized and include individual and group substance use counseling and sober living activities

Funding

$11.3 Million BHBH Grant
Funding Ends June 30, 2027

Funds are expected to be fully spent by April 2027

Entity	Service	Amount
HACM	Infrastructure	$2.8M
HACM	Rent & Security Deposits	$3.0M
Interim	SMHS	$2.5M
SSC	SUD	$450K
SSC	Housing	$2.6M
	Total	$11.3M



Successes

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Established Resident Council

From program opening (August 28, 2024) through April 2026, the program has housed and served **168** community members

117 total participants

32 families

51 minors

43 households discharged

- **23** obtained permanent housing

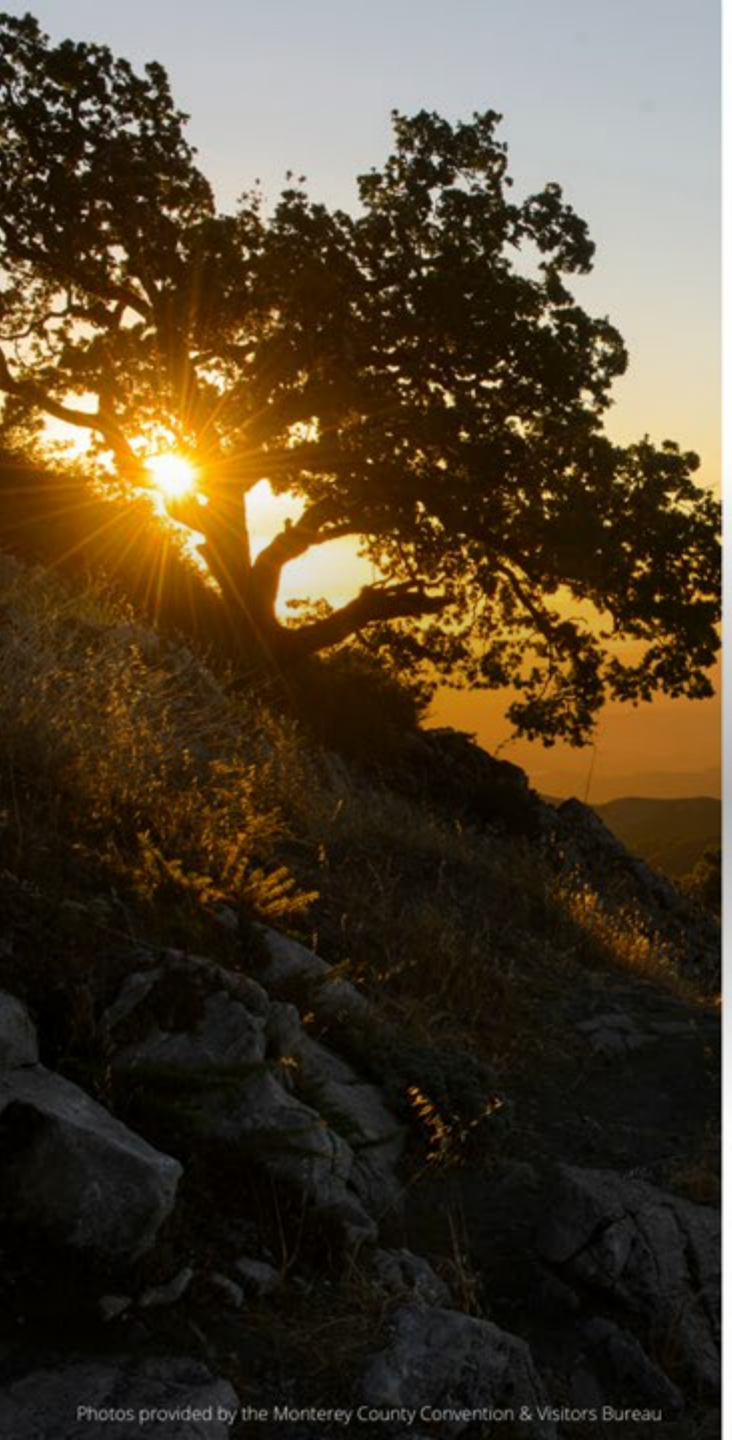
MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Challenges

- This is the first BHBH program in the County of Monterey
- This is the first project MCBH and HACM have partnered on in this way
- Effective, efficient communication between all key partners (MCBH, HACM, SSC, Interim)
- Housing and Behavioral Health programs, language, etc. is very different so there has been a learning curve for everyone
- Sustainability once grant funding runs out (April 2027) and Housing Authority deed restriction ends (June 2027)
- CARE Court participants receive priority for placement in BHBH programs however we do not have any CARE participants at Hope Housing as they have needed higher levels of care

In closing

- Healthy discussion with the representatives from the state
- Opportunity to put CARE into context
  - Provide bigger picture of how CARE fits into the array of programs and services available for this population here at the local level
  - Share larger data set that shows Monterey is not *“underperforming”*
- Opportunity to highlight success of the Hope Housing Marina
  - Delegation heard impact stories directly from clients
- Opportunity for targeted technical assistance
  - Fiscal - maximizing billing & reimbursement from the state for CARE, any opportunities to bring more dollars to the county for this work, or cost savings strategies
  - Connect to other counties to explore how their PG/PA/PC and BH are collaborating on T-Cons and CARE
  - Improve / streamline the communication and coordination with DSH re CARE



Photos provided by the Monterey County Convention & Visitors Bureau

Thank you

COUNTY OF MONTEREY
Chartered 1850
175 YEARS

508

Introduced: 6/5/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*"; and,
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*"; and,
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SUMMARY/DISCUSSION:
The 2025-2026 Monterey County Civil Grand Jury Report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*" was issued on April 29, 2026. The Grand Jury requests responses from the Board to Findings F1-F3, and Recommendations R1-R3 regarding the coverage gaps impacting Monterey County Fire agencies, which fall within the County's scope of responsibility. Pursuant to California Penal Code, section 933, the Board is required to provide a response to the Presiding Judge within 90 days.

The recommended response is included as Exhibit A for the Board's consideration. Upon adoption by the Board, the response will be submitted to the Presiding Judge.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The draft response was prepared by the Information Technology Department (ITD), with input from the Emergency Communications Department, and submitted to the County Administrative Office for formal transmittal to the Board Office. ITD staff will be available to answer questions, if needed. Members of the 2025-2026 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund associated with this report.

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
Exhibit A - Draft Board Response to 2025-2026 CGJ Report re: Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies
Exhibit B - 2025-2026 CGJ Report, dated August 29, 2026

Introduced: 6/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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It is recommended that the Board of Supervisors:
a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*"; and,
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court.

SUMMARY/DISCUSSION:
The 2025-2026 Monterey County Civil Grand Jury Report titled "*Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies*" was issued on April 29, 2026. The Grand Jury requests responses from the Board to Findings F1-F3, and Recommendations R1-R3 regarding the coverage gaps impacting Monterey County Fire agencies, which fall within the County's scope of responsibility. Pursuant to California Penal Code, section 933, the Board is required to provide a response to the Presiding Judge within 90 days.

The recommended response is included as Exhibit A for the Board's consideration. Upon adoption by the Board, the response will be submitted to the Presiding Judge.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The draft response was prepared by the Information Technology Department (ITD), with input from the Emergency Communications Department, and submitted to the County Administrative Office for formal transmittal to the Board Office. ITD staff will be available to answer questions, if needed. Members of the 2025-2026 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund associated with this report.

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
Exhibit A - Draft Board Response to 2025-2026 CGJ Report re: Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies
Exhibit B - 2025-2026 CGJ Report, dated August 29, 2026

COUNTY RESPONSE

REPORT TITLE: 2025-2026 Monterey County Civil Grand Jury Report – Emergency Radio Coverage Gaps Impacting Monterey County Fire Agencies
RESPONSE BY: County of Monterey Board of Supervisors
UPATES TO: FINDINGS: F1, F2 and F3 and RECOMMENDATIONS: R1, R2 and R3

Finding (F1): Approximately 42% of Monterey County's geographic area lacks reliable digital radio coverage, and 18% lacks usable analog coverage, resulting in areas where first responders cannot reliably communicate during emergencies.

Response to F1:

The Board partially disagrees with the findings and provides the following clarifications regarding the scope, responsibilities, and coverage metrics of the NGEN radio system.

1. Clarification of NGEN System Coverage Scope and Responsibilities

The cited countywide geographic area exceeds the scope of the NGEN agreement and the jurisdictional boundaries of participating member agencies and therefore does not accurately reflect the system's coverage responsibilities. The NGEN system is designed to provide radio coverage for participating member agencies within their respective jurisdictions and operational service areas and is not intended to provide coverage for the entirety of Monterey County.

The NGEN agreement includes the following participating member agencies:

- Big Sur Volunteer Fire Brigade
- City of Carmel-by-the-Sea
- City of Del Rey Oaks
- City of Gonzales
- City of Greenfield
- City of King
- City of Marina
- City of Monterey
- City of Pacific Grove
- City of Salinas
- City of Sand City
- City of Seaside
- City of Soledad
- California State University Monterey Bay
- Mid-coast Volunteer Fire Brigade
- Monterey Peninsula Airport District
- Monterey County Regional Fire District
- North County Fire Protection District
- County of Monterey.

2. Clarification of NGEN Radio Coverage Percentages

The NGEN digital project, initiated in 2009, includes only portions of participating member agency jurisdictions due to funding constraints. The project boundary is shown in Figure 1. The NGEN analog system is designed to provide supplemental coverage in areas where digital coverage is limited, particularly in rural and unincorporated areas of Monterey County. Overall system performance should be evaluated based on the combined radio coverage provided by both the digital and analog radio systems.

Based on the defined NGEN scope, the Monterey County Information Technology Department (ITD) conducted a radio frequency (RF) engineering analysis and determined the following:

- Sixteen of the nineteen participating agencies, including five of the seven unincorporated fire districts, exceed 95% mobile coverage for combined digital and analog radio coverage within their respective jurisdictions.
- Overall jurisdictional mobile radio coverage across participating agencies is approximately 83.69% combined digital and analog coverage, representing approximately 99.80% population coverage.
- Fifteen of the nineteen participating agencies, including three of the seven unincorporated fire districts, exceed 95% portable coverage for combined digital and analog radio coverage within their respective jurisdictions.
- Overall jurisdictional portable radio coverage across participating agencies is approximately 68.03% combined digital and analog coverage, representing approximately 98.24% population coverage.

Coverage deficiencies are primarily concentrated within the Big Sur fire districts and portions of the County's unincorporated areas, where terrain and infrastructure limitations significantly impact radio propagation.

See Table A-1, "NGEN Member Agency Mobile Radio Coverage", Table A-2, "NGEN Member Agency Portal Radio Coverage", Table B-1, "NGEN Unincorporated Fire Districts Mobile Radio Coverage", and Table B-2, "NGEN Unincorporated Fire Districts Portable Radio Coverage".

3. Clarification of Fire District Coverage, Radio and Dispatch Responsibility

The report's discussion of Table 1, Appendix B, and the referenced LAFCO study may be interpreted as implying that the NGEN radio system and Emergency Communications Department (ECD) dispatch services support all fire districts serving unincorporated Monterey County. This interpretation is not accurate.

Appendix B identifies fourteen fire districts serving unincorporated Monterey County. Of those, seven operate on the NGEN radio system and receive dispatch services from ECD pursuant to the Agreement for 9-1-1 Emergency Communications Services and Governance, while the remaining seven operate on the CalFire radio system with CalFire dispatch services.

See Table C, "Fire Districts Covering Unincorporated Areas of Monterey County," which identifies fire districts served by the NGEN system versus those operating under CalFire.

4. Clarification of Emergency Communications Department Dispatch Services Scope

The statement on page 6 that the County Consolidated Dispatch Center (9-1-1) serves as a single communications center for all cities and unincorporated areas is not accurate.

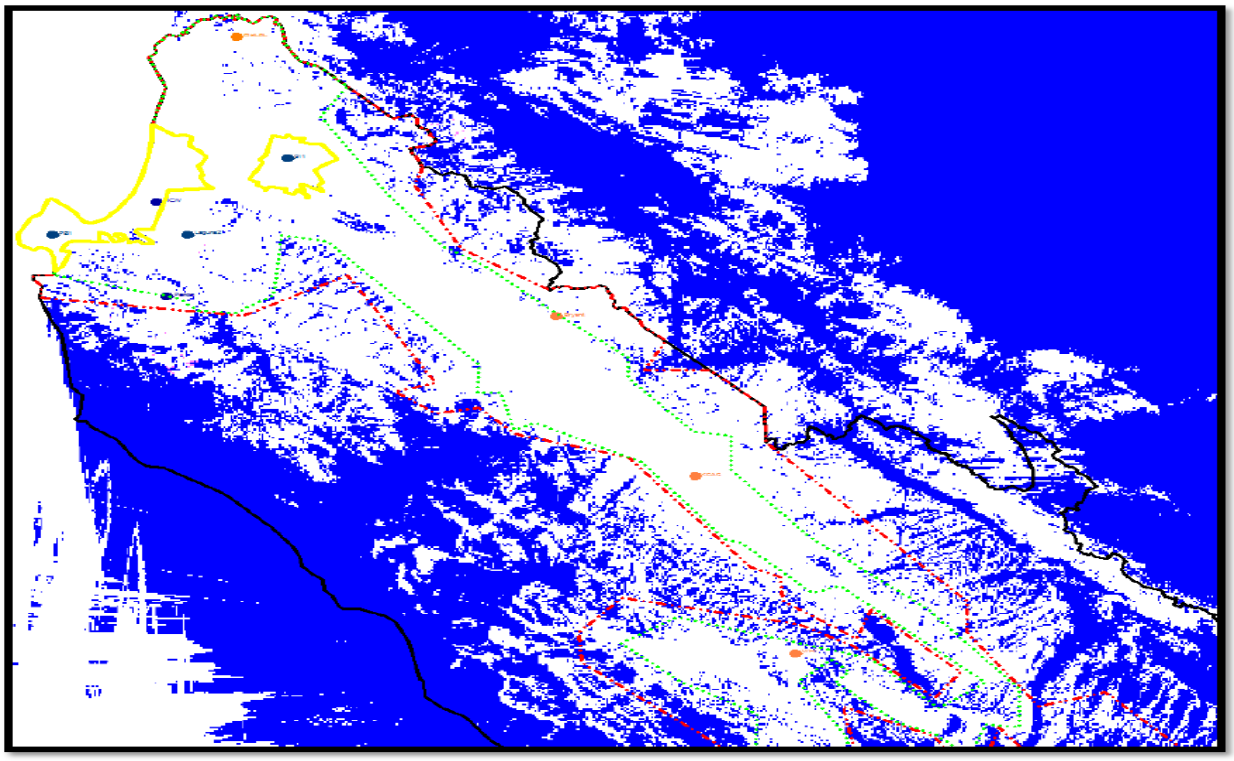
Emergency Communications Department dispatch services are provided pursuant to the Agreement for 9-1-1 Emergency Communications Services and Governance. ECD provides 9-1-1 call answering, dispatching, and related emergency communications services to agencies that are parties to that agreement. ECD does not serve as the dispatch center for all public safety agencies, cities, fire districts, or unincorporated areas within Monterey County.

5. Coverage Calculation Methodology

The coverage calculation methodology used the Raptor RF propagation modeling platform, an industry-standard tool in public safety communications engineering. This allowed County staff and stakeholders to visualize and analyze where radio signals are expected to provide reliable coverage within the jurisdictional boundaries of NGEN member agencies using Geographic Information System (GIS) data. Accurate coverage modeling is critical to identifying potential communication gaps and supports informed decisions regarding future radio system improvements.

Percent coverage was calculated by dividing the modeled coverage acreage by jurisdiction acreage. Population coverage was estimated using Esri's Enrich tool, based on 2025 population estimates (436,491), and calculated as population within the modeled coverage area divided by jurisdiction population.

Figure 1. NGEN Digital Project Boundary



Legend

Red – mobile
Green - portable
Yellow - inbuilding

Table A-1. NGEN Member Agency Mobile Radio Coverage

Name	Digital Radio Area Percent Coverage (< -95dBm)	Analog Fire Radio Area Percent Coverage (< -95dBm)	Digital and Analog Fire Combined Radio Area Percent Coverage (< -95dBm)
City of Carmel-by-the-Sea	99.99%	98.86%	99.99%
City of Del Rey Oaks	99.44%	99.97%	100.00%
City of Gonzales	100.00%	100.00%	100.00%
City of Greenfield	100.00%	100.00%	100.00%
City of King	100.00%	100.00%	100.00%
City of Marina	98.71%	98.71%	98.71%
City of Monterey	98.82%	98.83%	98.86%
City of Pacific Grove	99.12%	99.12%	99.12%
City of Salinas	100.00%	100.00%	100.00%
City of Sand City	100.00%	100.00%	100.00%
City of Seaside	99.93%	99.93%	99.93%
City of Soledad	99.89%	97.53%	100.00%
Unincorporated County (Excluding Cities and Federal Property)	66.96%	84.28%	85.71%
Big Sur Volunteer Fire Brigade	3.71%	54.57%	55.04%
Mid-coast Volunteer Fire Brigade	20.76%	74.68%	76.18%
Monterey County Regional Fire Protection District	93.33%	96.93%	97.92%
North County Fire Protection District	97.39%	99.59%	99.71%
California State University Monterey Bay	100.00%	100.00%	100.00%
Monterey Peninsula Airport District	99.46%	99.11%	99.70%
County of Monterey NGEN Operational Area	63.70%	82.36%	83.69%

Table A-2. NGEN Member Agency Portable Radio Coverage

Name	Digital Radio Area Percent Coverage (< -95dBm)	Analog Fire Radio Area Percent Coverage (< -95dBm)	Digital and Analog Fire Combined Radio Area Percent Coverage (< -95dBm)
City of Carmel-by-the-Sea	99.96%	79.85%	99.98%
City of Del Rey Oaks	75.16%	94.04%	98.08%
City of Gonzales	97.59%	78.11%	98.14%
City of Greenfield	98.28%	99.16%	99.96%
City of King	99.19%	99.01%	99.89%
City of Marina	99.14%	97.69%	99.72%
City of Monterey	98.43%	98.22%	99.85%
City of Pacific Grove	98.97%	90.62%	99.83%
City of Salinas	99.82%	98.38%	100.00%
City of Sand City	98.15%	94.12%	99.93%
City of Seaside	99.19%	93.89%	99.78%
City of Soledad	99.33%	74.44%	99.88%
Unincorporated County (Excluding Cities and Federal Property)	51.27%	66.66%	70.00%
Big Sur Volunteer Fire Brigade	2.59%	32.21%	32.79%
Mid-coast Volunteer Fire Brigade	6.16%	47.50%	48.06%
Monterey County Regional Fire Protection District	81.82%	88.01%	91.75%
North County Fire Protection District	86.48%	93.27%	96.12%
California State University Monterey Bay	100.00%	100.00%	100.00%
Monterey Peninsula Airport District	94.78%	91.47%	97.79%
County of Monterey NGEN Operational Area	**49.41%**	**64.81%**	**68.03%**

Table B-1. NGEN Unincorporated Fire Districts Mobile Radio Coverage

Name	Digital Radio Area Percent Coverage (< -95dBm)	Analog Fire Radio Area Percent Coverage (< -95dBm)	Digital and Analog Fire Combined Radio Area Percent Coverage (< -95dBm)
Big Sur Volunteer Fire Brigade	3.71%	54.57%	55.04%
Gonzales Rural Fire Protection District	99.98%	99.98%	100.00%
Greenfield Fire Protection District	95.11%	97.71%	98.56%
Mid-coast Volunteer Fire Brigade	20.76%	74.68%	76.18%
Monterey County Regional Fire Protection District	93.33%	96.93%	97.92%
Monterey Peninsula Airport District	99.46%	99.11%	99.70%
North County Fire Protection District	97.39%	99.59%	99.71%
Unincorporated NGEN Fire Districts	68.04%	85.53%	86.21%

Table B-2. NGEN Unincorporated Fire Districts Portable Radio Coverage

Name	Digital Radio Area Percent Coverage (< -95dBm)	Analog Fire Radio Area Percent Coverage (< -95dBm)	Digital and Analog Fire Combined Radio Area Percent Coverage (< -95dBm)
Big Sur Volunteer Fire Brigade	2.59%	32.21%	32.79%
Gonzales Rural Fire Protection District	92.40%	99.21%	99.95%
Greenfield Fire Protection District	83.47%	88.92%	91.66%
Mid-coast Volunteer Fire Brigade	6.16%	47.50%	48.06%
Monterey County Regional Fire Protection District	81.82%	88.01%	91.75%
Monterey Peninsula Airport District	94.78%	91.47%	97.79%
North County Fire Protection District	86.48%	93.27%	96.12%
Unincorporated NGEN Fire Districts	59.79%	73.18%	75.77%

Table C. Fire Districts Covering Unincorporated Area of Monterey County

Fire Protection District Name	Emergency radio coverage served by NGEN and dispatched by ECD pursuant to the 9-1-1 Services Agreement	Emergency radio coverage served by CalFire and dispatched by CalFire
Monterey Peninsula Airport District	x	
Aromas Tri-County Fire Protection District		x
Cachagua Fire Protection District		x
Carmel Highlands Fire Protection District		x
Cypress Fire Protection District		x
Gonzales Rural Fire Protection District	x	
Greenfield Fire Protection District	x	
Mission-Soledad Rural Fire Protection District		x
North County Fire Protection District	x	
Monterey County Regional Fire Protection District	x	
South Monterey County Fire Protection District		x
Big Sur Volunteer Fire Brigade	x	
Mid-coast Volunteer Fire Brigade	x	
Pebble Beach Community Service District		x

Recommendation (R1): The Monterey County Board of Supervisors (BOS) direct NGEN Executive Committee, in coordination with County ITD, to develop and submit a countywide implementation plan identifying the specific equipment upgrades, infrastructure needs, estimated costs, and timelines required to reduce or eliminate identified emergency communication dead zones by December 31, 2026.

Response to R1:

The Board agrees with the recommendation. The recommendation is currently being evaluated for implementation in accordance with operational needs and fiscal requirements. An implementation plan will be submitted to the NGEN boards for approval by December 31, 2026.

1. Known NGEN Coverage Deficiencies

1.1 Countywide In-Building Coverage Deficiencies

The primary in-building coverage concerns are associated with NGEN digital radio coverage. In-building coverage was not included in the original NGEN project scope or coverage guarantees, except for within the specific City of Salinas boundary and the specific Monterey Peninsula boundary. NGEN member agencies in coordination with ITD have been addressing identified in-building coverage issues using agency funding.

1.2 Outdoor Coverage Deficiencies

The following areas have been identified as having NGEN digital coverage deficiencies:

- Big Sur area
- Portions of County unincorporated areas
  - Bitterwater and Highway 25 Corridor
  - Bryson
  - Carmel Valley Village
  - Greenfield Green Bridge area
  - King City
  - Pajaro
  - Prunedale
  - San Ardo Oil Field
  - San Benancio
- North Salinas includes Bolsa Knolls.

2. Ongoing Coverage Improvement Efforts

Improving NGEN digital radio coverage remains a priority for the NGEN Boards and ITD. ITD continues to work collaboratively with participating public safety agencies and the NGEN Boards to improve radio coverage, reliability, and interoperability throughout the NGEN service area.

In 2020, the Monterey County Sheriff's Office, in coordination with ITD and with Board approval, began replacing legacy radios with Motorola APX NEXT radios to support future Long-Term Evolution (LTE) integration capabilities and improve operational flexibility. LTE is a wireless broadband communications standard that enables high-speed data transmission for mobile

devices and data terminals. The project represented an approximately $2.5 million investment for 350 radios.

The Monterey County Sheriff's Office and ITD also evaluated implementation of Motorola SmartConnect technology, which integrates traditional land mobile radio (LMR) systems with LTE broadband networks. However, implementation was not pursued due to funding limitations.

Beginning in 2023, ITD initiated discussions with the NGEN Boards regarding implementation of Motorola SmartConnect technology. Preliminary analysis indicates the technology could significantly improve portable and in-building radio coverage in areas where traditional radio coverage is limited.

In February 2024, ITD worked collaboratively with the NGEN Boards, established a NGEN capital fee schedule and developed a five-year capital improvement plan to support long-term system sustainability and future coverage enhancement projects.

In June 2024, a new NGEN radio site at Glen Devon serving the Mid-coast Volunteer Fire Brigade was added to the NGEN analog system, utilizing Starlink for backhaul connectivity.

In November 2025, a new NGEN radio site at Carmel Lobos Ridge was added to both the NGEN digital and analog systems through a Homeland Security grant secured by the Carmel Police Department. The site improved radio coverage in the Carmel Highlands area.

The Greenfield NGEN site project, funded through a grant received by the City of Greenfield, is currently under development and is expected to improve radio coverage in the South County area upon completion in 2027.

3. Planned Coverage Improvement Actions

ITD has completed a survey of all NGEN member agencies regarding identified coverage deficiency areas. ITD will develop and submit an implementation plan identifying equipment upgrades, infrastructure needs, estimated costs, and implementation timelines necessary to reduce or mitigate identified emergency communication dead zones.

ITD will present coverage improvement options to the NGEN Boards, including traditional land mobile radio (LMR) expansion approaches, such as construction of additional radio sites in underserved areas, as well as LTE-integrated solutions.

Upon completion of project analysis and cost estimates, recommendations will be presented to the NGEN Boards for consideration and approval. At that time, the NGEN Boards will determine funding appropriations and follow the appropriate budget and procurement processes necessary to implement approved projects.

ITD will continue coordinating with participating agencies to evaluate operational needs, radio lifecycle replacement planning, funding impacts, and long-term interoperability objectives as the County continues modernization of the NGEN system.

Finding (F2): Some fire districts reported limited financial capacity to purchase and maintain radios capable of operating across all communication modes supported by the County's emergency communication infrastructure, which compromises their ability to coordinate services with other agencies.

Response to F2:

The Board agrees with the findings.

Recommendation (R2): The BOS direct the ITD to develop a feasibility analysis identifying available funding options to support fire district radio equipment upgrades and emergency communication infrastructure in unincorporated areas by March 31, 2027.

Response to R2:

The Board partially disagrees with the recommendation. The recommendation requires further analysis regarding governance responsibilities, operational impacts, and funding considerations under the NGEN Agreement. The NGEN Executive Board, in coordination with County ITD, will evaluate the recommendation and may develop a feasibility analysis to identify potential funding options for fire district radio equipment upgrades and emergency communications infrastructure improvements within unincorporated areas. This analysis will be completed by March 31, 2027.

Under the NGEN Agreement, the NGEN Executive Board and Operations Board, in coordination with County ITD, are responsible for reviewing and recommending matters affecting the cost, scope, operational requirements, and capital improvements of the NGEN public safety radio system.

ITD operates, maintains, and manages the shared NGEN infrastructure system, including telecommunications sites, transmission systems, and related infrastructure supporting NGEN public safety communications services, and supports the NGEN Boards in developing operational procedures for participating agencies.

Radio equipment used by participating agencies, including portable radios, mobile radios, dispatch consoles, network management terminals, and encryption key management equipment (“subscriber equipment”), is the responsibility of each agency, including procurement, operation, maintenance, and lifecycle management under ITD system standards.

Finding (F3): Emergency responders in Monterey County must operate across multiple radio technologies and manually adjust communication modes depending on location, increasing operational complexity and the potential for communication delays during emergencies.

Response to F3: The Board partially agrees with the finding. The existing system requires manual switching between digital and analog modes in certain areas where digital coverage may be limited until the NGEN analog system is fully replaced by the NGEN digital system. Full transition to a radio device that can automatically switch is limited by currently available technology.

To support continuity of communication, each digital channel and its corresponding analog channel are linked and interoperable, allowing users on either system to communicate with one another.

NGEN users operating on the digital system roam automatically between digital radio sites. Users operating on the analog system may also automatically roam between analog sites and select the strongest available frequency when radios are equipped with vote-scan functionality. Otherwise, users manually select the frequency or repeater channel that provides the best operational coverage for the area.

Recommendation (R3): The BOS directs the ITD to develop a framework to assist fire districts with limited financial capacity to obtain radios compatible with the County's emergency communication system by March 31, 2027.

Response to R3: The Board partially disagrees with the recommendation. The recommendation requires further analysis regarding governance responsibilities, operational impacts, and funding considerations under the NGEN Agreement. This analysis will be completed by March 31, 2027.

Under the NGEN Agreement, the NGEN Executive Board and Operations Board, in coordination with County ITD, are responsible for reviewing and recommending matters affecting the cost, scope, operational requirements, and capital improvements associated with the NGEN public safety radio system.

ITD is responsible for operating, maintaining, and managing the shared NGEN infrastructure system, including telecommunications sites, transmission systems, and related infrastructure supporting NGEN public safety communications services. ITD coordinates, administers, and maintains systems defined by the NGEN Boards for the benefit of member agencies, including the development of standard operating procedures.

Equipment used exclusively by individual member agencies, including portable radios, mobile radios, dispatch consoles, terminals, broadband push-to-talk devices, and encryption key management equipment (“subscriber equipment”), remains the responsibility of each participating agency. Each agency is responsible for the procurement, operation, maintenance, and lifecycle replacement of its subscriber equipment in compliance with ITD system standards and specifications.

ITD has initiated a radio standardization effort and will continue working collaboratively with participating agencies, including fire districts, and the NGEN Boards to develop subscriber equipment standards compatible with the County’s emergency communications system.

EMERGENCY RADIO COVERAGE GAPS

IMPACTING MONTEREY COUNTY FIRE AGENCIES

Fire at Big Sur January 23, 2022
Source: Brock Bradford, Big Sur Photography.

SUMMARY

Challenging terrain, funding limitations, and delayed adoption of new technology have led to inadequate and inconsistent radio communications for the fire districts serving unincorporated areas of Monterey County. As a result, residents and emergency responders face the risk of experiencing communication failures during life-saving and property-protecting emergencies.

Emergency communication systems are supported by the Monterey County Information and Technology Department (ITD). The ITD's Next Generation Radio Network (NGEN) initiative has begun testing new technology solutions but lacks sufficient funding to fully implement them.

The rugged terrain in Monterey County creates radio communication dead zones (areas with no coverage) and zones with weak or limited coverage. However, advancements in cell phone technology, low-orbit satellites, and modern multifunctional (analog, digital, LTE, and Wi-Fi) durable radios have the potential to eliminate these communication gaps.

Implementation of these solutions will be challenging for local fire districts. The County Fire Districts' primary source of funding is their allocation of the property taxes collected under State Assembly Bill 8. These revenues were severely affected by Proposition 13, passed in 1978, which limited property tax reassessments primarily to the time of property sales. The County has not identified a dedicated funding mechanism specifically for radio modernization in unincorporated fire districts.

The Civil Grand Jury (CGJ) recommends that the Monterey County Board of Supervisors (BOS) take the necessary actions to fund and implement the communication upgrades required to eliminate the emergency radio communication "dead zones" in Monterey County. This includes ensuring that all fire districts have radios compatible with the County's emergency communication system.

BACKGROUND

The Civil Grand Jury (CGJ) has an longstanding interest in fire safety and radio communication. In reviewing the issue, the CGJ found that it had been addressed in prior Civil Grand Jury reports as well as in the 2020 Local Agency Formation Commission (LAFCO) study: "Special Districts Providing Fire Protection and Emergency Medical Services in Unincorporated Monterey County." This report focuses on several key findings from those earlier efforts.

The Origins of Fire Districts

The earliest records of fire outbreaks in Monterey County date back to the 1870s, when settlers began populating the area. Initially, residents were primarily responsible for fighting fires. However, in 1934, a local agricultural advocacy group requested the establishment of fire protection services to protect local farms. Since then, there has been a history of fire district creation, mergers, and separations, resulting in the current system of 11 fire districts covering unincorporated Monterey County and the Monterey Regional Airport. See Table 1 for a list of these districts. While most municipalities have their own fire departments, two volunteer-based fire districts, Mid-Coast and Big Sur Brigades, have also been established. Additionally, portions of Monterey County receive fire suppression services from federal and state agencies. In total, 18 fire suppression agencies provide services to 31 areas or communities throughout the County. All agencies participate in mutual aid agreements. For a comprehensive list, see Appendix A.

The Local Agency Formation Commission (LAFCO) is an agency that coordinates logical and timely changes to local government boundaries, including annexations and detachments of territory, the incorporation of cities, and the formation, consolidation, merger, or dissolution of special districts. LAFCO currently has influence over 11 of the unincorporated fire districts.

Fire protection services in unincorporated Monterey County are provided by multiple independent special districts. Each district has its own governance authority and funding allocation, which complicates countywide planning and contributes to uneven adoption of radio communication technology. These unincorporated districts, listed in Table 1, cover approximately 958,000 acres, or 45.6%, of the County's total 2.4 million acres. The remaining approximately 1.4 million acres are covered by municipal fire departments, the California Department of Forestry and Fire Protection (CalFire), and the Federal Government, including the former Fort Ord, Fort Hunter Liggett, Los Padres National Forest, and Ventana Wilderness Area. See Figure 1 for coverage by each fire district.

Table 1. Fire Districts Covering

Unincorporated Areas of Monterey County

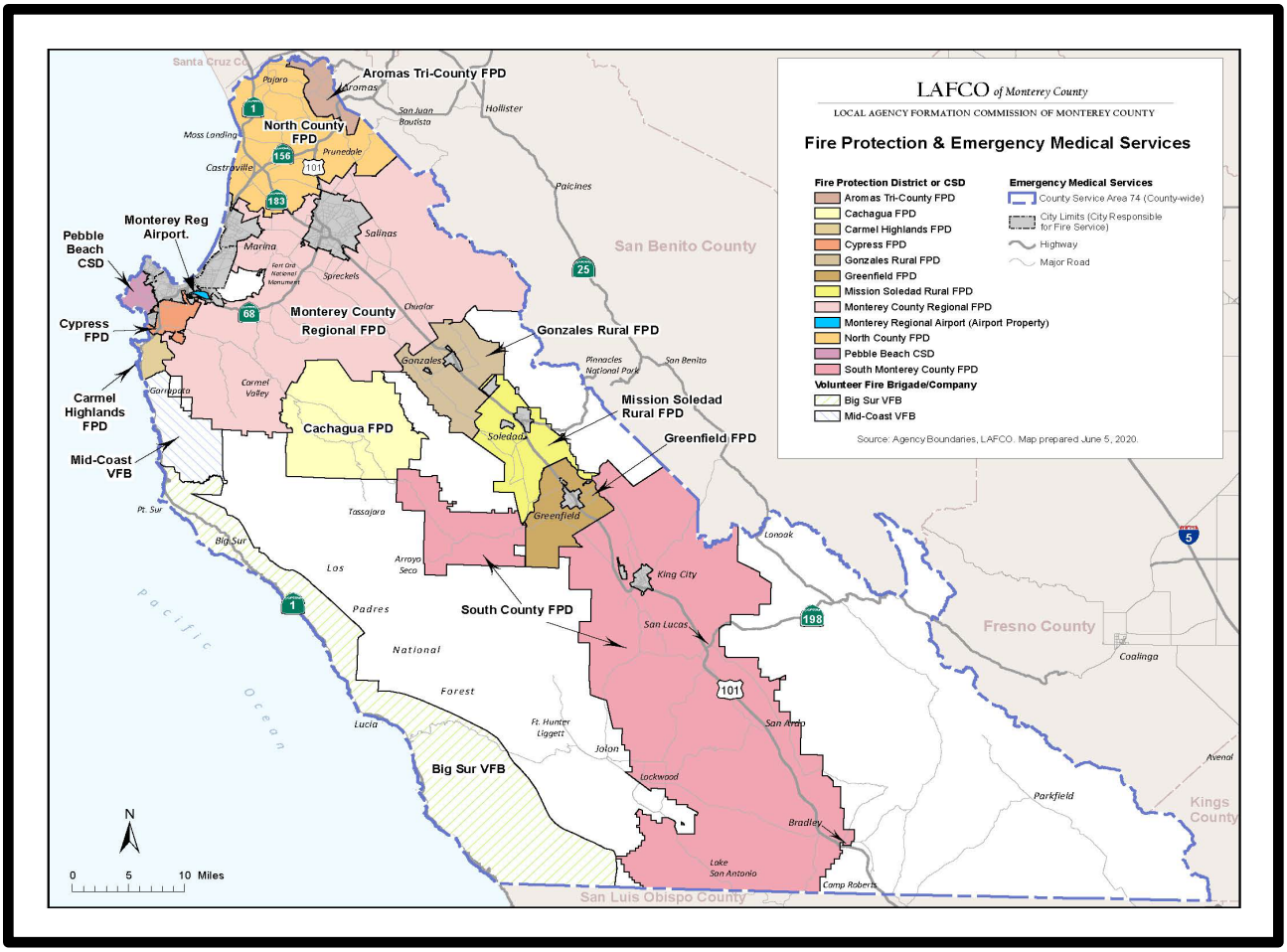
Airport District
Monterey Peninsula Airport District
Fire Districts
Aromas Tri-County Fire Protection District
Cachagua Fire Protection District
Carmel Highlands Fire Protection District
Cypress Fire Protection District
Gonzales Rural Fire Protection District
Greenfield Fire Protection District
Mission-Soledad Rural Fire Protection District
North County Fire Protection District
Monterey County Regional Fire Protection District
South Monterey County Fire Protection District

On June 22, 2020, LAFCO of Monterey County released a study titled "Special Districts Providing Fire Protection and Emergency Medical Services in Unincorporated Monterey County." In this study, LAFCO identified 20 key findings across 14 fire districts and brigades (Appendix B). The CGJ focused on two of these findings, as worded in the LAFCO report:

1. *Public Safety radio infrastructure costs have become overwhelming due, in part, to the advent of digital radios. Radio equipment life expectancy has been reduced, and coverage diminished due to the limited range of digital radios (compared to analog radios). The costs have risen sharply (LAFCO Finding #19).*

2. *Agencies have struggled with financial sustainability largely because of a funding model based primarily on property tax, which has proven inadequate to support operations (LAFCO Finding #6).*

Figure 1: The physical area covered by each of the fire districts within Monterey County



Source: LAFCO report dated June 20, 2020.

Emergency Communication Oversight: Next Generation Radio Network (NGEN)

Monterey County's Information Technology Department (ITD) supports the radio equipment necessary for successful emergency communication between all cities and unincorporated areas of Monterey County. In collaboration with County-wide contributors, the ITD also developed the NGEN (Next Generation Radio Network)

strategic plan, which outlines a proposed path to maintain and improve emergency communication. A Consolidated Dispatch Center, 9-1-1, serves as a single communications center for the County's cities and unincorporated areas. This dispatch center, developed in the late 1970's and located in Salinas, was recognized as the first wide area consolidated 9-1-1 system in the nation.

Types of Radio Communication and Promising Technologies

There are several different types of communication devices:

1. Analog radios are a simple, more affordable, and traditional way of transmitting audio signals that work well in mountainous areas but are more prone to static.

2. Digital radios are the newer counterpart to analog radio. using a digital format to transmit audio signals. They offer a wider range of channels and provide clearer communication, but are limited to line-of-sight situations or to areas with repeater towers.

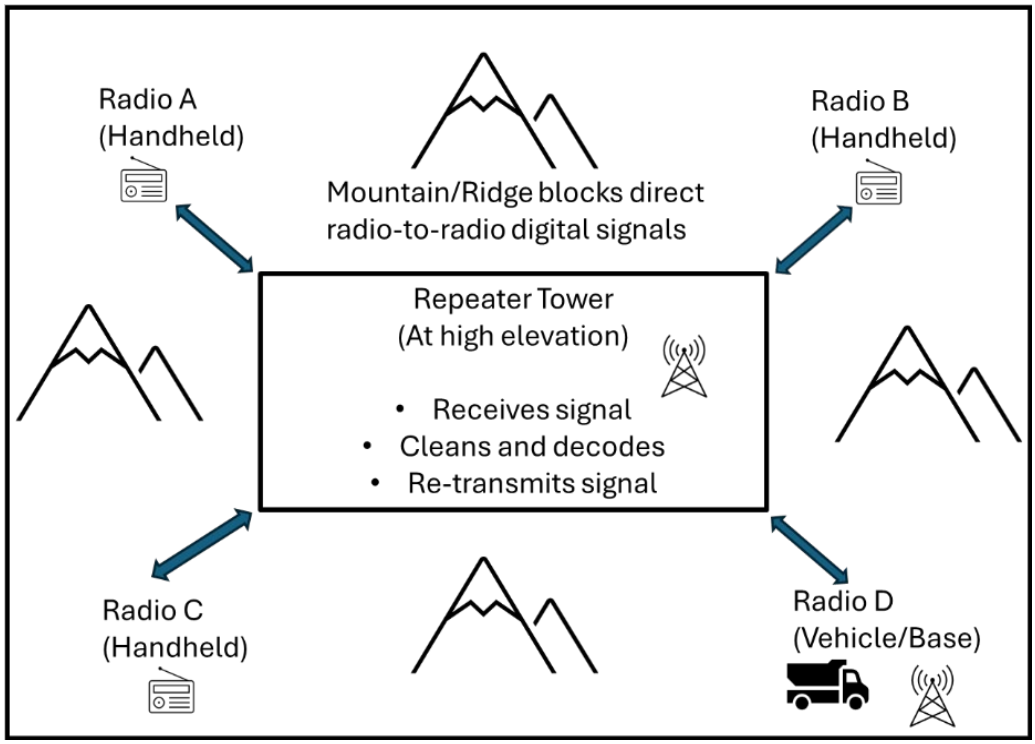
3. Cellular radios work like cell phone technology and rely on satellites such as Starlink. This is a newer and more expensive technology.

A mix of digital and analog radio devices is currently used by all fire districts, departments, and agencies in Monterey County. Wireless radio devices are currently being tested but are not available to all fire districts.

Cell Towers and Repeaters

A network of towers located in strategic points throughout the County supports digital radio communications for both fire and police agencies. These towers occupy high points and are designed to receive and retransmit line-of-sight communications across the County, including microwave and digital signals. The installation of towers and repeaters is very costly, as repeaters are typically situated on peaks with no road access amid steep terrain. Figure 2 shows how repeater towers function.

Figure 2: Repeater towers are required at high elevations for digital communication to be effective in highly varied terrain

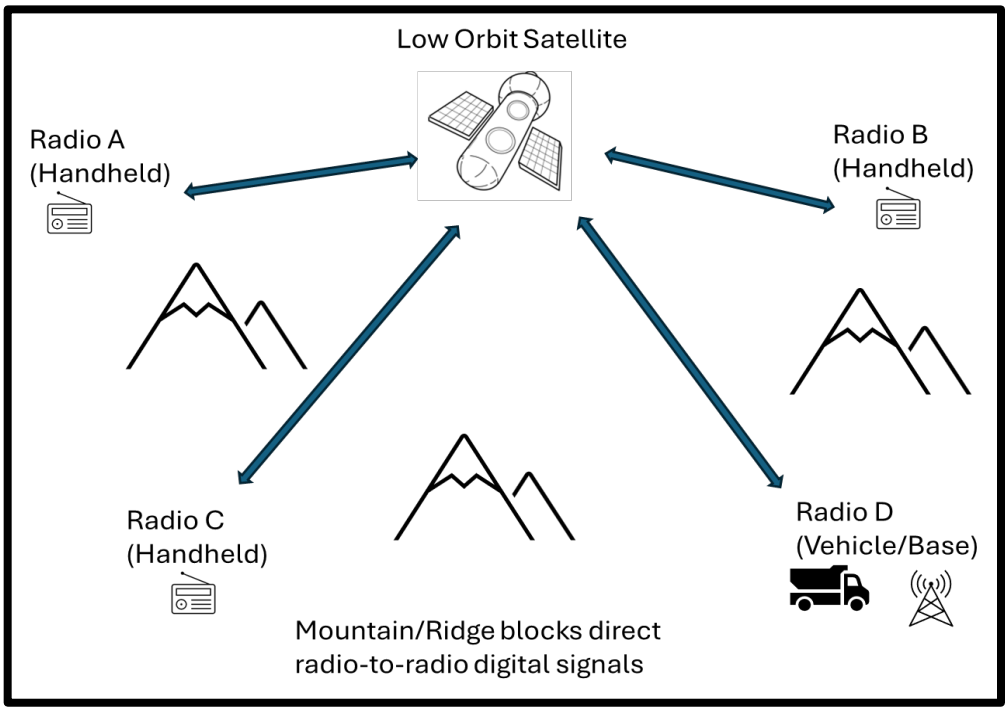


Source: Diagram by Civil Grand Juror.

Wireless Transmission: LTE and Wi-Fi

With the recent advances in technology, the most promising radio communication methods currently available use wireless data transmission for fast mobile internet, known as LTE (Long-Term Evolution), in conjunction with Wi-Fi. This combination allows certain portable radios to connect to cellular data for voice communication. Notably, this technology is faster than standard digital communications and uses low-orbit satellites, such as Starlink, thereby reducing or eliminating the need for additional cell towers. Figure 3 shows how radio communication operates with LTE and Wi-Fi in diverse terrains. Specific radios are required to support LTE and Wi-Fi, while maintaining compatibility with analog and digital. Additionally, there is a monthly fee associated with using LTE and Wi-Fi services.

Figure 3: Satellites are used to support LTE and Wi-Fi communications in areas of a highly varied terrain

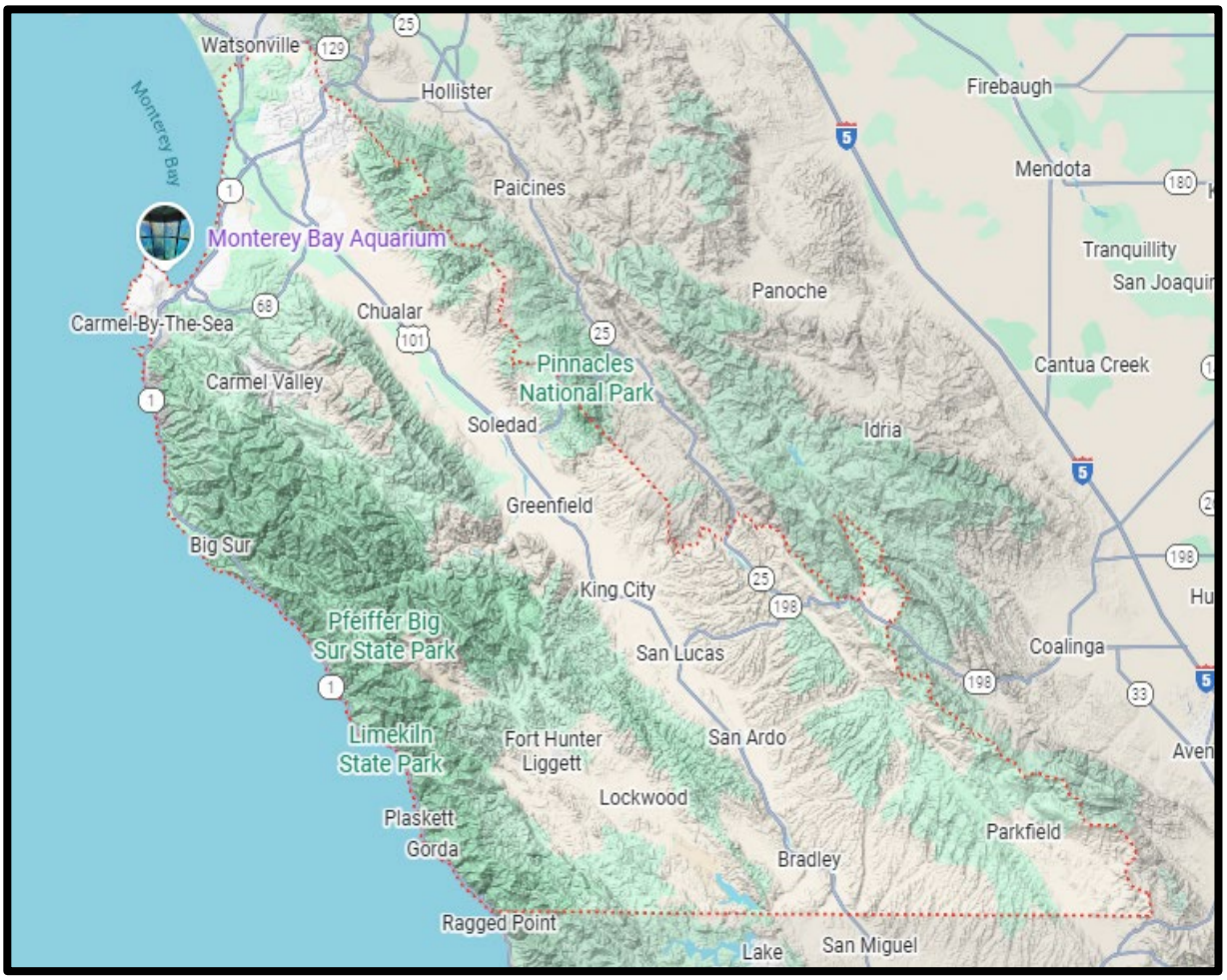


Source: Diagram by Civil Grand Juror.

Topography

Monterey County's vast size and rugged topography pose significant challenges to public safety communication systems. With a population of roughly 425,000, the County spans more than two million acres of scenic central coastal lands, ranging from sea level to over 5,800 feet in elevation (see Figure 4). Approximately 185,000 acres of the County are designated military lands, and approximately 470,000 acres are in the Los Padres National Forest and Ventana Wilderness Area. This highlights the importance of communication not only among County fire agencies but also with the Federal and State fire agencies.

Figure 4: Map of Monterey County (outlined by the red dotted line) showing large variation in terrain throughout the County



Source: Map Data: © 2026 Google (https//www.google.com/maps/: accessed January 2026).

The Increasing Fire Threat

The County's fire suppression strategies have become more complex over the years, while the number of fires has continued to rise. Factors, such as changes in the environment, vegetation, a warmer and drier climate, and a tendency toward drought, make Monterey County highly susceptible to wildfires. CalFire has designated Monterey County as a high to very high fire-hazard severity zone. Meanwhile, the departure of major fire insurance companies is leaving homeowners without adequate coverage options. In Monterey County alone, over 500,000 acres burned between 2000 and 2022.

Sunset over Monterey Bay obscured by smoke from the Dolan Fire in Big Sur, CA, August 20, 2020
Source: Civil Grand Juror.

METHODOLOGY

The Civil Grand Jury (CGJ) investigated the effectiveness and interoperability of radios across the various fire departments and districts in Monterey County. This was accomplished by visiting several County offices and departments involved in ensuring effective communication 24 hours per day, including during an emergency.

The CGJ also interviewed representatives from state, county, and city fire departments and districts about the effectiveness of radio communications. Jurors interviewed county representatives familiar with radio technology and communication constraints in Monterey County.

Additionally, the CGJ requested, received, and analyzed relevant documentation on the effectiveness and interoperability of radio technology used for fire emergency response

across Monterey County, including maps showing the effectiveness of various communication types across the County.

DISCUSSION

Known Radio Coverage Gaps

All interviewees acknowledged that portions of Monterey County are radio dead zones. Some of these areas result from the County's rugged terrain, while others are caused by buildings with thick and heavy walls that prevent radio signals from penetrating. In November 2023, the most prevalent areas with limited coverage were identified as follows:

- County-wide coverage inside buildings
- Outdoor areas: North Salinas, Bolsa Knolls, Prunedale, Pajaro, San Benancio, Carmel Valley Village, Green Bridge, King City, Bryson, San Ardo Oil Field, Bitterwater/HWY 25 Road, and the Big Sur area.

The CGJ was provided with information highlighting outdoor areas with no or limited radio coverage, depending on the type of communication (analog vs. digital) in use. The CGJ analyzed this information to categorize the communication transmission data (see Appendix C). For digital coverage, the metric measured the bit-error (BER) rate of transference, which measures the success rate of a transmitted digital communication stream. Analog radio performance was measured in decibel milliwatts (dBm), a unit that reflects signal power. The results of this analysis are shown in Table 2.

In summary, analog radio communication covers more of the County than digital, but its quality is inferior. Audio signal strength can steadily degrade, making it much noisier.

Table 2: NGEN Digital and Analog Radio Performance

Transmission Categories	Digital Radio Coverage	Analog Overlay Radio Coverage
A stable and clean connection, with few if any errors and strong audio.	56% of Monterey County land. (BER > 0.0)	72% of Monterey County land. (< 0 dBm)
A weak or unstable connection. Static, muting, hissing, loss of connection or multiple errors.	2% of Monterey County land. (BER > 4.0)	10% of Monterey County land. (< 100 dBm)
No connection. The radio receiver cannot lock on the signal or decode the data at all.	42% of Monterey County land. (No transmission)	18% of Monterey County land. (No transmission)

Increasing the number of repeater towers could greatly enhance coverage, but the locations where these towers would be most effective generally lack access roads or platforms for installation, driving the cost of installing a single tower to over $1 million. Multiple towers would be required to eliminate these dead zones, but the County currently lacks the funding to support this solution.

The overall area of Monterey County covered by both analog and digital communication is 73.3% per ITD. This is estimated to include 99.5% of the County's population. However, the low-population areas that are not covered by analog or digital communication remain at risk of wildfires and other emergencies that require urgent communication and response.

Operational Effects on Firefighters

The CGJ found that the types of radios used vary by fire district and department. Some rely on analog equipment, while others use digital or a combination of both. Further, emergency personnel must know the specific frequency their radio must transmit on, which requires a manual reset depending on their location in the County and the type of

communication being used. This knowledge is inherently understood and applied by long-term firefighters who have adopted a “make it work” approach. However, for new personnel or those traveling outside of their usual district, this can lead to delays in communication or even complete breakdowns, potentially putting lives and property at risk.

Actions Taken by Monterey County

1. *Development of Next Generation Radio Network (NGEN)*

Monterey County’s ongoing NGEN project was created to enhance the reliability of the emergency communication network and address the gaps in radio coverage throughout the County.

The NGEN Executive Board is responsible for making recommendations regarding the cost, nature, and scope of the public-safety radio communications services provided to their organizations. The NGEN budget may be supplemented to address specific needs such as purchasing special or upgraded equipment, replacing failed equipment, purchasing system software and hardware, and upgrading physical communications sites. This NGEN Board recommends equitable apportionment and cost-sharing methods for such special costs among the parties, including the County and the emergency response agencies that use their services.

The NGEN Operations Board makes operational policy recommendations to the NGEN Executive Board based on reports from the County Radio Manager, or other County staff, on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues that could affect costs to agencies and parties.

2. *Investment in Infrastructure*

Monterey County ITD, under the oversight of the NGEN Executive Board, has made a significant investment to modernize and upgrade the backbone of the County’s Information Technology infrastructure. This upgrade aims to enhance communication coverage and ensure real-time failover and backup of the NGEN operations in case of a

single system fail or a power outage. A portion of this investment is shown in the photograph below.

Under an agreement between the NGEN Executive Board and the fire departments and districts, Monterey County is responsible for funding and implementing all centralized infrastructure required to ensure effective communication throughout the County. The fire departments and districts, in turn, have agreements with the County to reimburse it for the use of their 9-1-1 services and the maintenance of the NGEN infrastructure. However, each fire department and district must purchase its own radios in accordance with the standards established by the NGEN Executive Board. Improvements made through the NGEN project can only be realized if the respective fire districts and departments can afford the required upgrades, such as radios.

Status of Current Equipment in Relation to Dead Zones

The NGEN Project, in collaboration with commercial entities, has explored alternatives to eliminate the remaining dead zones in radio coverage. The most promising solution appears to be the LTE/Wi-Fi and low-orbit satellite solution. Limited pilot testing indicates that LTE-based solutions may significantly reduce coverage gaps across the County. However, these solutions have not yet been deployed at scale. The CGJ found that most radios currently in use throughout the County support only analog and digital signals, so most fire districts would need to update their radios to incorporate additional LTE and Wi-Fi technology.

Required Standards for Equipment

All portable radios purchased must meet the fire radio standards outlined in Project 25 (P25). P25 is a suite of standards that enable interoperability among digital two-way land mobile radio communications products developed for public safety professionals. It was established in October 1989 by a coalition of the Association of Public Safety Communications Officials-International and the National Association of State

Tower in Salinas with various affixed communication Devices that are directed to the various communication towers throughout Monterey County
Source: Civil Grand Juror.

Telecommunications Directors to address vendor incompatibility issues from the 1980s to support digital/analog mixed modes. Radios also must meet the new National Fire Protection Association (NFPA) 18002 standard for fire service performance.

The P25 standard focuses on ensuring that different radio brands work together, handle analog/digital modes, and feature rugged designs with enhanced audio for noisy fire environments.

The portable radio NGEN is currently testing and recommending is the Motorola APX NEXT All-Band P25 Smart Radio. The radio is estimated to cost $12,000 per unit. Considering that each fire department or district maintains multiple radio sets, the total cost becomes substantial and unsupported by funding. This makes it challenging to meet current radio requirements. The photo below shows a similar model.

Funding Constraints on Eliminating Dead Zones

The unincorporated fire districts of Monterey County are limited not only by the rugged terrain but also by a lack of funding. Prior to the passage of Proposition 13 in 1978,

Motorola APX 8000XE radio
Source: Civil Grand Juror.

local governments were authorized to levy property taxes on individuals, which served as a source of funding for unincorporated fire districts. Since Proposition 13 was implemented, this funding source has been declining. Property values are now assessed only at the time of construction or resale. Under Proposition 13, changes in property values significantly affect property tax revenue. For example, the energy plant in Moss Landing is by far the largest taxpayer in the North County Fire Protection District. The reduction in the assessed value of the power plant from $800,000 to $400,000 in the early 2000s had a significant impact on special district funding earmarked to provide protection services to rural fire districts.

Property taxes, the primary funding source for most unincorporated fire districts in Monterey County, fall far short of covering all operational expenses. Consequently, some districts seek additional funding through special assessments, fees, or grants. The Monterey County Weekly (January 1-7, 2026) reported that the cities of Gonzales and Soledad were evaluating their respective communities' interest in supporting a parcel tax to bolster their fire departments' funding. Local citizens and their elected representatives lack the necessary fiscal authority to change the state allocation of property taxes to align with contemporary community priorities.

FINDINGS AND RECOMMENDATIONS

Finding (F1): Approximately 42% of Monterey County's geographic area lacks reliable digital radio coverage, and 18% lacks usable analog coverage, resulting in areas where first responders cannot reliably communicate during emergencies.

Recommendation (R1): The Monterey County Board of Supervisors (BOS) direct NGEN Executive Committee, in coordination with County ITD, to develop and submit a countywide implementation plan identifying the specific equipment upgrades, infrastructure needs, estimated costs, and timelines required to reduce or eliminate identified emergency communication dead zones by December 31, 2026.

Finding (F2): Some fire districts reported limited financial capacity to purchase and maintain radios capable of operating across all communication modes supported by

the County's emergency communication infrastructure, which compromises their ability to coordinate services with other agencies.

Recommendation (R2): The BOS direct the ITD to develop a feasibility analysis identifying available funding options to support fire district radio equipment upgrades and emergency communication infrastructure in unincorporated areas by March 31, 2027.

Finding (F3): Emergency responders in Monterey County must operate across multiple radio technologies and manually adjust communication modes depending on location, increasing operational complexity and the potential for communication delays during emergencies.

Recommendation (R3): The BOS direct the ITD to develop a framework to assist fire districts with limited financial capacity to obtain radios compatible with the County's emergency communication system by March 31, 2027.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code Sections 933 and 933.05:

Required Responses

The CGJ requires a response from the governing body below to the following findings and recommendations within 90 days.

Respondent	Findings	Recommendations
Monterey County Board of Supervisors	F1, F2, F3	R1, R2, R3

Invited Responses

The CGJ invites responses from the entities below to the following findings.

Respondent	Findings
ITD	F1, F2, F3
NGEN Executive Board	F1, F2, F3
LAFCO	F1, F2, F3

DISCLAIMER

Reports issued by the Grand Jury do not identify persons interviewed. Penal Code Section 929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

GLOSSARY & ACRONYMS

BER	Bit Error Rate
BOS	Monterey County Board of Supervisors
CGJ	Civil Grand Jury
dBm	Decibel milliwatts
ITD	Information Technology Department
LAFCO	Local Agency Formation Commission
LTE	Long Term Evolution
NGEN	Next Generation Radio System
NFPA	National Fire Protection Association
P25	Project 25

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New Montage Health building installs radio system to eliminate dead zones

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The following documents were provided by the ITD for the CGJ’s research:

Monterey County's Next Generation Radio System (NGEN) Coverage Maps (Analog, Digital, and LTE (mobile))

NGEN Mutual-aid and Interoperability Agency Radio Use Agreement

NGEN Radio System Access Administrative Policy (Version #5, Revision #1, July 24, 2025)

ITD (Innovate, Transform, Deliver) Division's "Infrastructure and Operations Strategic Plan (2024-2029)"

911 Services Agreement with the cities and fire districts of Monterey County, the Monterey Peninsula Airport District, and other miscellaneous agencies in Monterey County who receive 9-1-1 call taking, dispatching, and other related services from the Emergency Communications Department. (Approved May 12, 2020)

APPENDIX A

FIRE PROTECTION AGENCIES IN MONTEREY COUNTY

Aromas Tri-County Fire Protection Districts (U)

Big Sur Volunteer Fire Brigade (V)

CalFire (G) – also staffs:

- Cypress Fire Protection District (U)
- City of Soledad Fire Department (M)
- Mission-Soledad Rural Fire Protection District (U)
- Pebble Beach CSO (M)

Cachagua Fire Protection District (U)

Carmel Highlands Fire Protection District (U)

Fort Hunter Liggett Fire Department (G)

Gonzales Fire Department (M) – also staffs:

- Gonzales Rural Fire Protection District (U)

Greenfield Fire Protection District (U) – also staffs:

- Greenfield Fire Department (M)

King City Fire Department (M/V)

Marina Fire Department (M)

Mid-Coast Volunteer Fire Brigade (V)

Monterey County Regional Fire Protection District (U) -- also staffs:

- Spreckels Volunteer Fire Department (V)

Monterey Fire Department (M) -- also staffs:

- Pacific Grove Fire Department (M)
- Carmel-By-The-Sea (M)
- Sand City (M)
- Naval Postgraduate School (G)
- Monterey Peninsula (Regional) Airport District (U)

North County Fire Protection District (U)

Presidio of Monterey Fire Department (G)

Salinas Fire Department (M)

Seaside Fire Department (M) – also staffs:

- Del Rey Oaks (M)

South Monterey County Fire Protection District (U)

KEY:

U = Unincorporated Monterey County Fire District

V = Volunteer Fire Brigade

M = Municipal Fire Department

G = State or Federal Government Fire Agency

APPENDIX B

Fire Protection Districts Serving Unincorporated Areas of Monterey County that LAFCO Reviewed in Its 2020 Report

Aromas Tri-County Fire Protection District

Big Sur Volunteer Fire Brigade

Cachagua Fire Protection District

Carmel Highlands Fire Protection District

Cypress Fire Protection District

Gonzales Rural Fire Protection District

Greenfield Fire Protection District

Mid-Coast Volunteer Fire Brigade

Mission Soledad Rural Fire Protection District

Monterey County Regional Fire Protection District

Monterey Peninsula Airport District

North County Fire Protection District of Monterey County

Pebble Beach Community Service District

South Monterey County Fire Protection District

APPENDIX C

The following is an in-depth explanation of the methodology used in calculating the performance data shown in Table 2 on page 12.

Jury members summarized the information from NGEN digital and analog coverage maps by converting the maps into the percentage of the county that was covered at each radio performance level. This was done by analyzing the colors of the maps, focusing on those areas that fall within the official Monterey County boundary, and grouping the coverage categories based on their visual color characteristics. Small labels and symbols embedded within coverage areas were treated as part of the surrounding coverage to avoid skewing results. Percentages represent the share of the county's total mapped area in each coverage category, excluding all areas outside the county boundary.

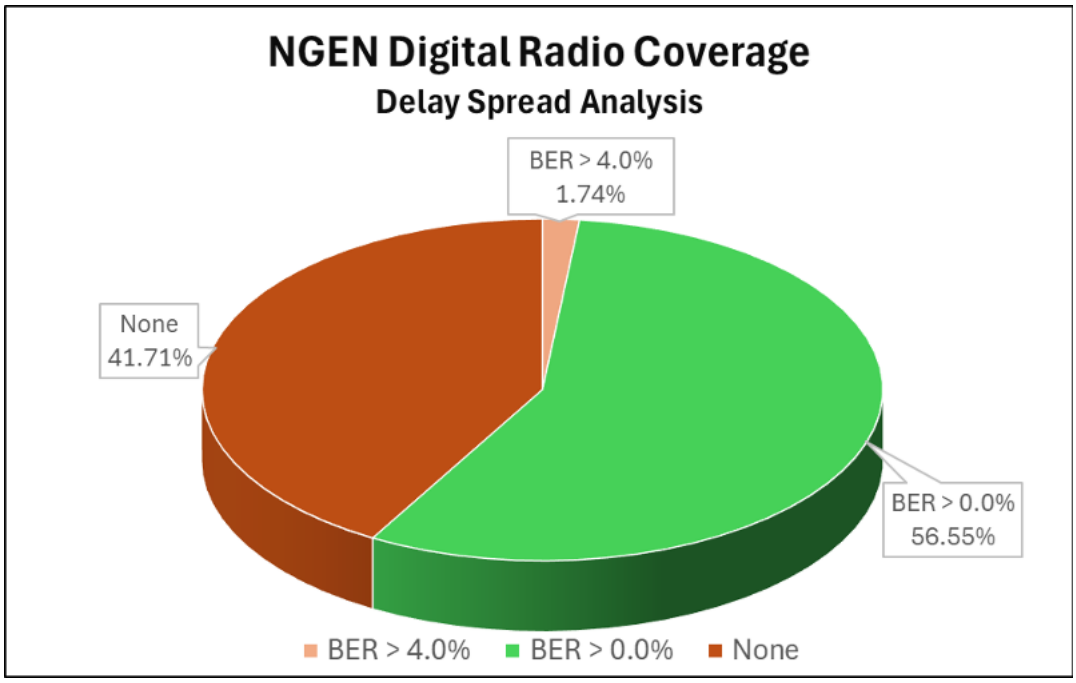
Chart 1 shows the NGEN digital radio performance in Monterey County. Digital radio performance here is measured by testing the bit-error rate (BER) that the radio provides under various conditions. BER is a straightforward metric that answers the question: "How many of the bits get through correctly when a data stream is passed through the system?" One can interpret this figure as follows:

- Green or "BER > 0.0%" indicates that while errors are present, they are very low. The radio's error correction is handling mistakes. Radio users would generally have a clean and stable connection. The user experiences normal operations. This is the experience in 56% of Monterey County.

- Orange or "BER > 4.0%" indicates that there are a high number of errors. Radio users would experience a large amount of static, stuttering, muting, and frequent loss of the connection.This is the experience in 2% of Monterey County.

- Brown or "None" indicates no coverage, as the radio receiver cannot lock onto the signal or decode data at all. This is the experience in 42% of Monterey County.

Chart 1: NGEN Digital Radio Coverage



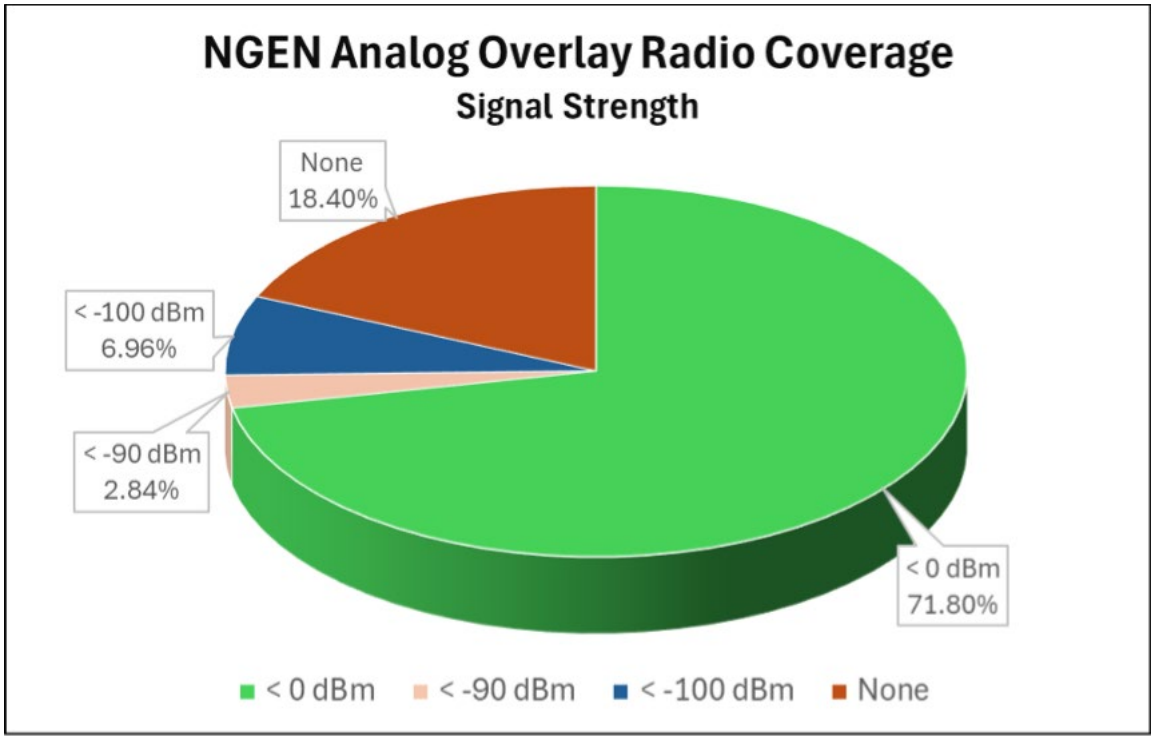
Source: Based on document from Monterey County ITD

Chart 2 shows the overlay of analog radio coverage. Analog radio performance was measured in decibel milliwatts (dBm). It expresses an absolute measurement of signal power. Signal strength usually ranges from -50 dBm (strong signal) to -120 dBm (weak to no signal). One can interpret this figure as follows:

- Green or “<0 dBm” indicates that there is a very strong signal. The radio’s communication would be clear, strong audio. This is the experience in 72% of Monterey County.
- Orange or “<-90 dBm” indicates that there is a weak, but potentially usable signal. Radio users are likely to experience noisy, hissy, or intermittently unintelligible communication. This is the experience in 3% of Monterey County.
- Blue or “<-100 dBm” indicates that there is a very weak signal. Radio users are likely to know that someone is trying to communicate with them, but what is being said cannot be decerned. This is the experience in 7% of Monterey County.

- Brown or “None” indicates no coverage as the radio receiver is not receiving a signal at all, even under ideal conditions. This is the experience in 18% of Monterey County.

Chart 2: Current NGEN Analog Overlay Radio Coverage



Source: Based on document from Monterey County ITD.

County of Monterey

Board Report

Legistar File Number: OBM 26-088

Item No.18

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

June 16, 2026

Introduced: 2/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and One New Referral

Monterey County Board of Supervisors

MEETING: **June 16, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in May 2026.	Pending
2	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing. **This referral was combined with 2026.07 on May 20, 2026, approved by Supervisor Church.**	**Combined with 2026.07**
3	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending
4	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
5	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
7	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
8	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted. **The referral was modified on April 14, 2026, by the referring supervisor to include District 1's budget from the last year and this year**	Pending
9	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
10	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
11	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
12	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
14	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
15	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026. Staff presented an update at the Board of Supervisors meeting on February 3, 2026, and were directed to continue work on amending the ordinance and make it available for public input in the near term. The Department staff are working with consultant to determine best process for conducting further analysis. Depending on complexity of work to be performed, the Department may seek Board approval to extend the agreement into Fiscal Year 2026-27.	Pending
16	2024.11	9/10/2024	Church	~~Health~~ HCD		~~Jimenez~~ Spencer	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in ~~October 2025~~ June 2026. Staff provided an update at the Board of Supervisor meeting on November 4, 2025, and based on this discussion and following dicussions with HCD, it has been determined that it makes most sense to pivot and enforce rooster keeping via land use policy and not County Code Chapter 8. Hitchcock Road Animal Services (HRSA) and County Housing and Community Development (HCD) staff are in dicussions regarding timing for an update to the Board on status. HCD is in the process of drafting an ordinance to add rooster keeping restrictions to the zoning ordinance. The ordinance must be reviewed by the Planning Commission before it can be adopted by the Board. Board consideration of the ordinance is anticipated in August of 2026.	Pending
17	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025. Approved but not implemented. This was completed. A "housing impact" section was added to the Board Report template. **Referral deemed complete by referring supervisor on May 20, 2026.**	**Complete**
18	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
19	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
21	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
22	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025. **Per BoS members, the referral will be on hold until the grant funding is fully utilized by next year and then staff will return to the Board for further consideration**.	**On hold**
23	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026. HRAS staff presented referral to the JPA Board of Directors and it was referred to the HRAS Advisory Committee meeting. The JPA Board of Directors will discuss Advisory Commitee recommednation and take action at a future meeting (May/June 2026). HRAS Staff will present date to be determined once the JPA's meeting schedule challenges are addressed. Staff will provide an update to the board on June 9, 2026.	Pending
24	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
25	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025. Staff expects to present the revised policy for Board consideration on June 2 2026.	Pending
26	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
27	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff provided a preliminary report to the Board on November 18, 2025. Direction was provided to prepare an ordinance for the regulation of BESS. Using Measure AA funding, HCD has negotiated a scope of work for consulting support to provide technical guidance and assist with completing an ordinance. A Community meeting was held in Prunedale on March 18, 2026 to get input on the scope and direction of the ordinance. Additional public meetings are planned, and a technical advisory committee is being formed. Ordinance completion is anticipated in early 2027.	Pending
28	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff provided a preliminary response to the Board on March 10, 2026.	Pending
30	2026.02	3/17/2026	Church/Lopez	PWFP		Ishii	Renaming of County of Monterey Agricultural Commissioner's Office	To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center. Staff will provide a preliminary response to the Board on April 14, 2026.	Pending
31	2026.04	4/14/2026	Askew	CAO/Counsel		Chiulos/Blitch	Consider Board action outlined in attached memo regarding immigration enforcement at the April 14th Board meeting.	This referral requests Board consideration of attached memo during the April 14th Board meeting outlining actions to better align our actual practices with our stated values regarding local interactions with federal immigration enforcement authorities. As part of the Truth Act hearing on January 27, 2026 the BOS directed a follow-up discussion be scheduled on April 14, 2026, so questions from members and the public could be addressed. The April 14 follow-up presents an opportunity for the Board to move beyond information-gathering and provide clear direction consistent with Monterey County's values, legal authority, and responsibility to the communities we serve. Staff will provide an update to the board on June 9, 2026.	Pending
32	2026.05	4/14/2026	Askew	Health		Jimenez	Request for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period	This referral requests that the Board of Supervisors to schedule time on the next available agenda to review the draft BHSA Integrated Plan and provide policy direction so staff have an opportunity to strengthen the final plan. And request consideration of attached memo outlining areas for policy consideration by the Board. The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June. Staff will provide a preliminary response on April 28, 2026, and were directed to continue to engage the community for comment on the draft integrated plan. Staff are scheduled to present the final integrated plan on June 16, 2026.	Pending
33	2026.06	4/14/2026	Askew	County Counsel/Sheriff		Blitch/Nieto	Superior Court Mandatory $15 Fee Resolution Modification	The purpose of this referral is to modify a Board of Supervisors Resolution 25-413 to allow discretion to the judges of the Monterey County Superior Court to impose a mandatory $15 fee pursuant to Penal Code Section 853.7a. A preliminary response was provided to the Board on May 12, 2026. County Counsel is to bring back to the Board an amendment resolution for consideration.	Pending
34	2026.07	4/28/2026	Church	HCD		Spencer	Multifamily Housing	The purpose of this referral is to develop an ordinance to accelerate housing development by establishing objective criteria for approval of ADUs, lot-splits under Senate Bill 9, and allow for duplexes, triplexes, and fourplexes in appropriate areas of the County. Staff will provide a preliminary response on June 9, 2026.	Pending
35	2026.08	4/28/2026	Daniels	PWFP/County Counsel	Ishii/Blitch		12-Month Moratorium on Parking at Bixby Bridge	The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location. Staff will provide a preliminary response on June 2, 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
36	2026.09	5/12/2026	Askew	CRO/Health	Rodriguez/Jimenez		Designate Monterey County as a Sanctuary County for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals	The purpose of this referral is to adopt a resolution declaring the County of Monterey as a sanctuary county for transgender, gender queer, non-binary, gender fluid, and intersex individuals, thus affirming the right to live authentically and safely. Staff will provide a preliminary response on June 2, 2026.	Pending
37	2026.10	5/19/2026	Askew	PWFP	Ishii		G-146 Flag Policy Amendment – Pride Flag	This referral request that for the review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. Staff will provide a preliminary response on June 9, 2026.	Pending
38	2026.11	6/9/2026	Askew	HRD/Social Services	Pyper/Franks		CALPERS and Covered California Presentation	This referral requests an open-session presentation to the Board of Supervisors from CALPERS and Covered California regarding the impact of state and federal legislation on the commercial health insurance market, and the strategies being considered to manage the cost of commercial health insurance in Monterey County. Staff will provide a preliminary response on June 30, 2026.	Pending
39	2026.12	6/16/2026	Askew	County Counsel	Blitch		Commitment to Constitutional Order Resolution	This referral requests that the "Commitment to Constitutional Order" be scheduled for consideration on a future Board of Supervisors agenda.	**New Pending Approval on 6/16/26**
								Completed by Executive Assistant on June 10, 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.12
Assignment Date:6/16/26
(Completed by CAO's Office)

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

Date: 6/02/2026	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4
Referral Title: Commitment to Constitutional Order Resolution		
Referral Purpose: Request the "Commitment to Constitutional Order" be scheduled for consideration on a future Board of Supervisors agenda.		

Brief Referral Description (attach additional sheet as required):

This referral resubmits the Commitment to Constitutional Order resolution (attached) for placement on a future Board agenda so the Board of Supervisors may consider its adoption. The resolution was originally brought forward by members of the public, who have appeared before the Board on several occasions during General Public Comment requesting that the Board take up this matter.

In response to these requests, the Chair worked with community members to route their submission through the County's established ceremonial resolution process. However, upon further review, the resolution is being submitted through the referral process instead.

The resolution affirms Monterey County's commitment to constitutional principles, including separation of powers, due process protections, and the foundational rights outlined in the U.S. Constitution and Bill of Rights. It further expresses concern about actions by the federal executive branch that community members believe exceed constitutional authority, and outlines statements and suggested actions consistent with the County's previously adopted positions on immigrant communities and constitutional protections.

Submitting the resolution via referral ensures that it is routed in accordance with established procedures and brought before the Board for formal consideration at a future meeting.

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

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

Department(s): County Counsel	Referral Lead: Susan Blitch	Board Date: 6/16/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

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

Resolution No:
Adopt a resolution presented to the Board of Supervisors by members of the community declaring a commitment to constitutional order.

WHEREAS, the Constitution of the United States of America (U.S. Constitution) is considered the supreme legal document of the nation and organizes our federal government into a democratic republic, creating a nation such that no person or group is above the law; *and*

WHEREAS, the foundational organizing structure of such government is laid out in Articles 1 through 3 of the U.S. Constitution, comprising 1) the Legislative Branch, 2) the Executive Branch, and 3) the Judicial Branch, such that these three branches comprise a balance of authorities and powers so that no single person, nor group of people, nor single branch of government will attain superseding powers over the other branches of government; *and*

WHEREAS, the U.S. Constitution and the Bill of Rights grant certain rights and freedoms to the nation's citizenry, and all peoples residing within its boundaries, and among these are the 1st - Freedom of Speech and Assembly, 4th - Protection against illegal search and seizure, and 5th - Due Process of Law; *and*

WHEREAS, the Board of Supervisors, and all employees, of the County of Monterey have sworn an oath to preserve, protect and defend the Constitution to the United States of America; *and*

WHEREAS, approximately one-third of Monterey County residents are foreign-born; *and*

WHEREAS, approximately 67,000 Monterey County residents have an undocumented status; *and*

WHEREAS, many persons being targeted for mass deportation were deemed "essential workers" during the Covid epidemic, putting themselves at risk in order to produce our food, or keep transportation and health care facilities running; *and*

WHEREAS, the current and future economy of Monterey County is jeopardized when fear of detention prevents workers from going to work or students from attending school; *and*

WHEREAS, on January 14, 2025, the Board of Supervisors of the County of Monterey adopted resolution number 25-009 reestablishing the County of Monterey as a "Welcoming County for Immigrants and Refugees" and "Declaring the County a Place of Trust and Safety for Immigrants," the County legislative platform includes an section outlining its immigration priorities, and as a result, the Board of Supervisors have passed numerous resolutions in support of our community communities and engaged in extensive State and Federal advocacy efforts to protect the rights and well-being of Monterey County residents; and

WHEREAS, the Executive Branch and its appointed administration has repeatedly attempted an unconstitutional consolidation of power through Executive orders and willful misdeeds such as, but not

limited to: demonstrating a pattern of assuming the duties and powers of the Legislative Branch, including the freezing of federal spending approved by Congress, the shuttering of federal agencies without congressional consent, the unilateral declaration of tariffs, and the launching of military strikes in Iran, Nigeria, Somalia, Yemen and Venezuela, while threatening Greenland, Colombia, Cuba and Mexico without congressional consent and in violation of Senate-confirmed international treaties; *and*

WHEREAS, the Executive Branch has additionally violated rights, included but not limited to, the infringement of due process rights granted to all persons residing in the United States, including immigrants and refugees; disobeyed court rulings overturning such violations; deployed the military against domestic civilians; threatened and brought illegal deportations; attacked, persecuted, and prosecuted residents based on political views despite guaranteed first amendment rights; unlawfully misused law enforcement and the military for political purposes and intimidation; while additionally unilaterally abusing its power to assault the intent of the Constitution to ensure the domestic tranquility, promote the general welfare, and secure the blessings of liberty to ourselves and to our posterity,

NOW THEREFORE, BE IT RESOLVED, THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY DO HEREBY:

1. Reaffirm our individual oaths to protect and defend the Constitution of the United States against all enemies foreign and domestic; and

2. Condemn warrantless, masked, and anonymous federal immigration activities and operations which violate due process of citizens, residents and visitors to Monterey Country under the provisions and protections of the Fourth and Fifth amendments of the U.S. Constitution; and

3. Urge all members of the California Federal Congressional delegation, regardless of party affiliation, to reclaim and exercise their lawful authority empowered under Article 1 of the U.S. Constitution, and to demonstrate in all actions that the United States of America has no king; and

4. Continue to support the State of California Attorney General's office to work with the judicial branch of the federal government to restore the separation of powers, to ensure that illegal or unconstitutional acts, including acts of corruption, are overturned; and, to pursue legal action against the federal Executive branch, as necessary and as it has been pursued in the past when the Executive has violated its constitutional duties and assumes powers not authorized to it under Article 2.

PASSED AND ADOPTED on this __ day of ___ 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

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

By_____
Deputy

Introduced: 6/3/2026

Current Status: Referral Response - Scheduled

Version: 1

Matter Type: Preliminary Analysis Report

Receive a preliminary response to *Board Referral Number 2026.10* (Root Askew) to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

RECOMMENDATION

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral 2026.10** and;

b. Direct that staff:

i. Continue review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks;

ii. Proceed with completion of referral based on modifications by the Board.

c. Rescind referral.

d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

Background:

On May 19, 2026, Supervisor Root Askew (Chair of the Board of Supervisors) submitted Referral 2026.10 (Attachment A) - Requesting review and recommended updates to Board Policy G-146 (Attachment B) related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. The purpose of the referral is set forth below.

The referral seeks to reconcile direction contained in Resolution 22-113 (CR 21-150) (Attachment C) and Resolution CR25-095 (Attachment D) and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader “Pride Flag,” recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

Public Works, Facilities and Parks (PWFP) was assigned the referral, and staff began reviewing existing Flag Policy and practices related to ceremonial display of the Pride Flag (sometimes referred to as the Rainbow Flag).

Flag Policy:
Board Policy G-146 was adopted on August 13, 2024 (Board Resolution No. 24-284) for inclusion in the Board Policy Manual to guide departments in properly and respectfully displaying the flag of the United States and other flags.
Ceremonial display of the Pride Flag falls under section H of the County Flag Policy G-146 which states:

> Flags other than the flags of the United States, the State of California, and the County of Monterey may be displayed when approved by the Board of Supervisors. If such approval is given by the Board of Supervisors, the Board shall specify where the other flag is to be displayed and for what period of time.

Pride Flag:
The Board of Supervisors (Board) of the County of Monterey (County) has adopted multiple resolutions directing staff to raise a flag during the month of June in recognition of Pride month (Board Resolution No. 21-150 adopted on June 8, 2021; Amendment to Board Resolution No. 21-150 adopted on June 1, 2022; Board Resolution No. 23-069 adopted on June 6, 2023; Board Resolution No. 24-170 adopted on June 11, 2024; Board Resolution No. 25-095 adopted on June 3, 2025).

Since June 2021, at the direction of the Board pursuant to Board Resolution No. 21-150, PWFP-Facilities has flown a Rainbow Flag during the month of June on the flagpole located at the downtown County Government Center at 168 W. Alisal Street, Salinas, in recognition of Pride Month. PWFP has also flown the Pride Flag during the month of June at multi-use County buildings located at 1441 Schilling Place, Salinas, 1200 Aguajito Road, Monterey and at the Marina Coastal Offices located 2620 First Street, Marina. Additionally, PWFP-Parks has flown the Pride Flag at every County-managed park including the Lakes, Laguna Seca Recreation Area, and Lincoln Park.

In June of 2025, Board Resolution No. 25-095 directed that the Rainbow Flag will be raised at all County facilities' flagpoles for the month of June 2025.

Current Procedures and Practice:
In practice, Pride Flag displays at County owned multi-use facilities are managed by the PWFP Facility Maintenance Division. Pride Flag displays at single use facilities are managed by individual Departments. Pride Flag displays at PWFP-Parks are managed by the PWFP-Parks Division. The above practices were implemented in accordance with section H of the County Flag Policy G-146.

Proposed Updates to Procedures and Practice:
The following items have been identified by Supervisor Root Askew and are proposed to be addressed through a Board Resolution and Policy update:

- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement

and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance related to departmental coordination responsibilities.

- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

Proposed Policy Update:
Staff will confer with County Departments including the Civil Rights Office, County Administrative Office, and the Office of the County Counsel to draft a proposed resolution and new policy language for a new subsection under Section II of Board Policy G-146, substantially similar to the following language suggested by Supervisor Root Askew:

> The County of Monterey recognizes Pride Month during the month of June. During Pride Month, the Pride Flag shall be ceremonially displayed at County multi-use facilities and County Parks where operational flag poles are present, in accordance with applicable federal and state flag protocols and any administrative guidance established by the County. County departments with flag poles under their direct control are encouraged to participate in this annual recognition.

Estimated Project Cost:
The cost of administration, raising flags and purchasing flags is proposed to be the responsibility of individual Department budgets similar to current practice for the United States, State of California and County flag raising. The current price for purchasing new pride flags averages $65 per flag depending on size and quality.

Staffing Level Estimate:
PWFP staff will work with the Civil Rights Office, County Administrative Office and the Office of the County Counsel to update the existing Board Policy in accordance with Board Direction.

Departmental Challenges:
Staff have not identified any significant challenges.

Proposed Response Date:
By Fall 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the Strategic Goal of improving Well-Being and Quality of Life by recognizing and increasing awareness, acceptance and inclusion of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) individuals.

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

Prepared by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - Resolution 22-113
Attachment D - Resolution CR25-095

Introduced: 6/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to *Board Referral Number 2026.10* (Root Askew) to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

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The referral seeks to reconcile direction contained in Resolution 22-113 (CR 21-150) (Attachment C) and Resolution CR25-095 (Attachment D) and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader “Pride Flag,” recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

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- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance

related to departmental coordination responsibilities.
- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

Proposed Policy Update:
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Staffing Level Estimate:
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Departmental Challenges:
Staff have not identified any significant challenges.

Proposed Response Date:
By Fall 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the Strategic Goal of improving Well-Being and Quality of Life by recognizing and increasing awareness, acceptance and inclusion of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) individuals.

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

Prepared by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - Resolution 22-113
Attachment D - Resolution CR25-095

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.10
Assignment Date: 5/19/26
(Completed by CAO's Office)

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

Date: 5/14/2026	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: G-146 Flag Policy Amendment – Pride Flag

Referral Purpose: Request review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

Brief Referral Description (attach additional sheet as required):
Annually, since at least 2021, the Monterey County Board of Supervisors has adopted resolutions recognizing and celebrating Pride Month in Monterey County. Multiple resolutions have included direction to raise the Rainbow Flag throughout the month of June at the Government Center located at 168 West Alisal Street in Salinas. In 2022, through Resolution 22-113, the BOS directed the flag be raised annually at this location in every year.

Over time, operational practice has also included raising the Rainbow Flag at additional County multi-use facilities; in some years, County parks; and other County facilities, as requested. Most recently, Resolution CR25-095 directed that "the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, Queer community, and LGBTQ+ social movements will be raised at all county facilities' flagpoles for the month of June 2025."

This referral seeks to reconcile the direction contained in Resolution 22-113 and Resolution CR25-095, and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader "Pride Flag," recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

The proposed policy update should consider:

- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance related to departmental coordination responsibilities.
- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

- Returning to the Board with any recommended policy language and associated operational considerations necessary for implementation.

Suggested policy language for consideration could include a new subsection under Section II (Policy), substantially similar to the following:

> "The County of Monterey recognizes Pride Month during the month of June. During Pride Month, the Pride Flag shall be ceremonially displayed at County multi-use facilities and County parks where operational flag poles are present, in accordance with applicable federal and state flag protocols and any administrative guidance established by the County. County departments with flag poles under their direct control are encouraged to participate in this annual recognition."

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

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

Department(s): PWFP	Referral Lead: Randy Ishii	Board Date: 05/19/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Flag Policy	G-146	1 of 3
Policy Category Government and Administration		

I. Purpose

a. To guide departments in properly and respectfully displaying the flag of the United States and other flags.

II. Policy

a. It is the policy of the County of Monterey to display the flag of the United States prominently where it may be viewed by all attendees at official County meetings, hearings, or events (Gov't Code, § 430). At a minimum, the flag of the United States shall be displayed in the Board of Supervisors Chambers at the Government Center at 168 West Alisal Street, Salinas, California. The flag of the State of California and of the County of Monterey may also be displayed in the Board of Supervisors Chambers.

b. When displaying the flag of the United States indoors, the flag should be displayed to the left side of the stage from the audience's point of view. If other flags are also displayed, the flag of the United States shall always be placed in the position of honor, either by placing it to the far left of the stage from the audience's point of view or placing it in the center of a group of flags such that the flag of the United States is higher than any other non-national flag (See generally 4 U.S.C. § 7).

c. Both the flag of the United States and the flag of the State of California shall be prominently displayed during business hours upon or in front of major buildings and facilities owned, leased, or regularly used by the County (Gov't Code, § 431, subd. (a)).

d. The flag of the United States shall be displayed at half-staff on the following occasions:

i. By order of the President, usually upon the death of principal figures of the United States government, the governor of a state, or other officials or foreign dignitaries, or to commemorate other days of observance, such as:

September 11th	Patriot Day (half-staff all day) (36 U.S.C. § 144)
December 7th	Pearl Harbor Remembrance Day (half-staff all day) (36 U.S.C. § 129)

ii. On the following dates pursuant to law without any order:

May 15th	Peace Officers Memorial Day (half-staff all day, unless Armed Forces Day) (36 U.S.C. § 175)
Last Monday in May	Memorial Day (half-staff until **noon**) (36 U.S.C. § 175)

On these occasions, the flag of the State of California shall be similarly displayed at half-staff.

e. The flag of the United States and the flag of the State of California shall be displayed at half-staff upon proclamation of the Governor to acknowledge the death of a present or former official of the state government or the death of a member of the armed services from California (4 U.S.C. § 7, subd. (m)).

f. County Flag. The County may adopt a flag in accordance with Government Code section 435. The County Flag should be flown or hung below or lower than the flag of the State of California.

g. The flag of the National League of Prisoner-of-War/Missing-in-Action Families (POW/MIA Flag) shall be flown by Proclamation of the Governor, typically the third Friday of September, also known as POW/MIA Recognition Day. The POW/MIA Flag shall be flown during business hours, at all County buildings or facilities where the United States Flag and the California State Flag fly, if the flag can be attached to existing flagpoles or other existing structures on which the United States Flag or California Flag fly (Mil. & Vet. Code, § 1831).

h. Flags other than the flags of the United States, the State of California, and the County of Monterey may be displayed when approved by the Board of Supervisors. If such approval is given by the Board of Supervisors, the Board shall specify where the other flag is to be displayed and for what period of time. Generally, locations should be places of prominence where the flags are least likely to be disturbed (flag poles or secured areas) and subject to appropriate etiquette. If a flag under this section is flown in Board Chambers, a resolution should be placed next to the flag to explain its presence.

i. The flag of the United States and the flag of the State of California shall be displayed at half-staff upon the discretion of the Chair of the Board of Supervisors, in consultation with the Administrative Office and Office of County Counsel, who may direct flags displayed at County facilities be flown at half-staff upon the death of an official or person of significant public import, the death of a County employee while on duty, or the death of citizens occurring in a disaster of significant proportion.

III. Procedure

None.

IV. Review Date

a. This Policy will be reviewed for continuance by August 13, 2029.

V. Board Action

a. Legistar File Number: RES 24-149; August 13, 2024

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

Resolution No.: 21-150

Calling for the Rainbow Flag to be flown every day in June of every year on the flagpole located at the County Government Center in Salinas in recognition of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month.

WHEREAS, on June 8, 2021, the Board of Supervisors adopted Resolution No. 21-150 declaring every June to be Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County, a copy of which is attached hereto; and,

WHEREAS, while Resolution No. 21-150 acknowledged that the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, and Queer community, and LGBTQ+ social movements, was flown for the first time at the County Government Center in recognition of LGBTQ+ Pride Month, it unfortunately did not call for the flag to be flown every day in June of every year in recognition of LGBTQ+ Pride Month; and,

WHEREAS, the Board of Supervisors desires to declare its intent that the Rainbow Flag be flown on the flagpole outside the County Government Center every day in June of every year in recognition of LGBTQ+ Pride Month;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey that the Rainbow Flag is to be flown every day in June of every year on the flagpole located outside of the Monterey County Government Center, 168 W. Alisal Street, Salinas, California in recognition of LGBTQ+ Pride Month.

PASSED AND ADOPTED on this 1st day of June 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 June 1, 2022.

Dated: June 7, 2022
File ID: RES 22-113
Agenda Item No.: 3

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

Julian Lorenzana, Deputy

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

Resolution No.:
Recognizing the Month of June 2025 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County.

WHEREAS, In June of 1969, patrons and supporters of the Stonewall Inn in New York City staged an uprising to resist the police harassment and persecution to which lesbian, gay, bisexual, transgender and queer (LGBTQ+) Americans were commonly subjected, marking the beginning of a movement to outlaw discriminatory laws and practices against LGBTQ+ Americans; and

WHEREAS, In the four decades since the Stonewall Riots, civil rights for the LGBTQ+ community have grown substantially, and LGBTQ+ Pride Celebrations have taken place around the country every June; and

WHEREAS, Each day, more lesbian, gay, bisexual, transgender and queer people are elected to public offices across the country, serve in the United States Armed Forces, occupy the highest positions in business, participate in religious and spiritual communities, and serve as role models for all; and

WHEREAS, We celebrate the progress we have made in creating a community more inclusive and accepting of the LGBTQ+ community while recognizing that LGBTQ+ individuals continue to suffer discrimination, hostility and exclusion at almost every level of society, including in areas of housing, employment, healthcare, family law, immigration, religious, and marriage equality; and

WHEREAS, LGBTQ+ youth are four times more likely to attempt suicide than other youth, and LGBTQ+ youth raised in households that reject them are nearly nine times more likely to attempt suicide than those raised in accepting households, and while seven percent of youth identify as LGBTQ+, they make up forty percent of homeless youth; and

WHEREAS, To achieve a just and fair society, we must not only respect one another, but also appreciate our differences, recognize the common good in all of us, and celebrate diversity as one of our greatest strengths; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group was designed to foster diverse, equitable and inclusive work environment that supports open and constructive conversations to enhance all employees' experience within the County of Monterey; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group provides a safe place to speak about LGBTQ+ issues in the workplace, provide opportunities for advancement to LGBTQ+ employees, allies and other county employees by creating workshops and other training opportunities; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group aims to establish programs and activities aligned with the mission of the Monterey County Civil Rights Office; and

WHEREAS, All people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation and we understand the unique challenges faced by sexual and gender minorities, especially transgender and gender non-conforming individuals and are taking steps to address them.

NOW, **THEREFORE BE IT RESOLVED**, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, that every June is proclaimed as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County and all residents are called upon to eliminate prejudice everywhere it exists, and to celebrate the great diversity of our County.

AND BE IT FURTHER RESOLVED, that the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, Queer community, and LGBTQ+ social movements will be raised at all county facilities' flagpoles for the month of June 2025.

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: OBM 26-089

Item No.20

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

June 16, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-090

Item No.21

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

June 16, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

Introduced: 5/18/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to sign a non-standard Service Agreement with Relias, LLC for the provision of a web-based learning management platform system related to mental health and substance use treatment, for a maximum County obligation of $180,290 effective July 1, 2026 through June 30, 2029;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($18,029) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount of $198,319.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to sign a non-standard Service Agreement with Relias, LLC for the provision of a web-based learning management platform system related to mental health and substance use treatment, for a maximum County obligation of $180,290 effective July 1, 2026 through June 30, 2029;
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c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($18,029) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount of $198,319.

SUMMARY:
Purchase of a subscription web-based learning management platform system from Relias, LLC for mental health and substance use treatment training specific to California laws and regulations and Medi-Cal requirements.

DISCUSSION:
Relias, LLC is a healthcare workforce enablement solutions company that supports more than 13,000 organizations and 4.5 million caregivers through their Relias Platform of connected solutions. Relias focuses on improving the skills, compliance, and performance of healthcare workers. Its platform is widely used in hospitals, behavioral health, long-term care, home health, and human services.

The Relias learning platform system is subscription based and will provide continuing education for Behavioral Health staff and providers, track enrollment and attendance for live courses, and auto

populates certificates of attendance and continuing education. This platform will assist in reducing training costs, increase productivity, strengthen compliance, mitigate risk, and improve service quality among healthcare professional staff.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3. Enhance Employee Wellbeing and Workforce Capacity. It also supports one of the ten essential public health services, specifically 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively. Risk manager has approved non-standard liability provisions.

FINANCING:
The funds for this Agreement are included in the Health Department Behavioral Health Bureau (Fund1310, Department 400005) Fiscal Year (FY) 2026-2027 Adopted Budget. The additional funding required for this agreement will be included into future fiscal year budget appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will provide Behavioral Health staff and providers with ongoing education to better serve all residents within the community, aligning with Strategic Plan Goal of Sustainable Infrastructure for the Present and Future.

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

Prepared by: Katherine Bonilla, Management Analyst II, 796-1743
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement
Exhibits

Introduced: 5/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to sign a non-standard Service Agreement with Relias, LLC for the provision of a web-based learning management platform system related to mental health and substance use treatment, for a maximum County obligation of $180,290 effective July 1, 2026 through June 30, 2029;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($18,029) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount of $198,319.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to sign a non-standard Service Agreement with Relias, LLC for the provision of a web-based learning management platform system related to mental health and substance use treatment, for a maximum County obligation of $180,290 effective July 1, 2026 through June 30, 2029;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($18,029) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount of $198,319.

SUMMARY:
Purchase of a subscription web-based learning management platform system from Relias, LLC for mental health and substance use treatment training specific to California laws and regulations and Medi-Cal requirements.

DISCUSSION:
Relias, LLC is a healthcare workforce enablement solutions company that supports more than 13,000 organizations and 4.5 million caregivers through their Relias Platform of connected solutions. Relias focuses on improving the skills, compliance, and performance of healthcare workers. Its platform is widely used in hospitals, behavioral health, long-term care, home health, and human services.

The Relias learning platform system is subscription based and will provide continuing education for Behavioral Health staff and providers, track enrollment and attendance for live courses, and auto populates certificates of attendance and continuing education. This platform will assist in reducing

training costs, increase productivity, strengthen compliance, mitigate risk, and improve service quality among healthcare professional staff.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3. Enhance Employee Wellbeing and Workforce Capacity. It also supports one of the ten essential public health services, specifically 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively. Risk manager has approved non-standard liability provisions.

FINANCING:
The funds for this Agreement are included in the Health Department Behavioral Health Bureau (Fund1310, Department 400005) Fiscal Year (FY) 2026-2027 Adopted Budget. The additional funding required for this agreement will be included into future fiscal year budget appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will provide Behavioral Health staff and providers with ongoing education to better serve all residents within the community, aligning with Strategic Plan Goal of Sustainable Infrastructure for the Present and Future.

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

Prepared by: Katherine Bonilla, Management Analyst II, 796-1743
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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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:

Relias, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

A license based web-learning management system related to mental health and substance abuse treatment.

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: **$** 180,290.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Invoice Form
Addendum

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are ~~specially~~ ~~trained,~~ ~~experienced,~~ competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ~~ninety days~~ ~~(90)~~ prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the ~~previous~~ period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR.~~ "~~Good cause~~" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for ~~good cause,~~ the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) ~~occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors~~.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, ~~Broad form Property Damage~~, Independent Contractors, Products and Completed Operations, with a ~~combined single~~ limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for ~~malpractice or~~ errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

~~All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California~~. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

Additional Insured Status:

~~The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.~~

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by ~~or on behalf of~~ the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. ~~General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).~~

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder ~~shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR~~. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance ~~within five calendar days~~ after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. ~~If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim~~. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 ~~**Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.~~

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **~~Royalties and Inventions:~~** ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County~~.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Melanie Rhodes, Behavioral Health Bureau Chief / Behavioral Health Director
Address: 1270 Natividad Road, Salinas, CA, 93903
Phone: (831)796-1742

FOR CONTRACTOR:
Name and Title: Timothy Green
Address: 1010 Sync Rd, Suite 100, Morrisville NC 27560
Phone: 9196743564

16.0 MISCELLANEOUS PROVISIONS.

16.01 ~~**Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance~~

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~~of the services required to be rendered under this Agreement.~~

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 ~~**Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement~~.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 ~~**Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.~~

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; ~~venue shall be Monterey County~~.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, County Counsel

By: Signed by: Kevin Serrano CF464EA4829E4B5... **County Counsel**

Date: 5/8/2026 | 1:19 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Andrea Valentine 25834C99491E449... **Auditor/Controller**

Date: 5/8/2026 | 2:41 PM PDT

Approved as to Liability Provisions Office of the County Counsel-

Risk Management

By: DocuSigned by: David Bolton 3E7A6EF11DD8446... **David Bolton, Risk Manager**

Date: 5/15/2026 | 7:41 AM PDT

CONTRACTOR

RELIAS, LLC

Contractor/Business Name*

By: Signed by: kay krafft A3EC17FCBB9C47B...

(Signature of Chair, President, or Vice-President)

Kay Krafft

CEO

Name and Title

Date: 4/29/2026 | 11:57 AM EDT

By: Signed by: Ross Golden F16521675CF4479...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Ross Golden

CFO

Name and Title

Date: 4/23/2026 | 2:49 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PURPOSE

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Relias ("CONTRACTOR") shall provide to Monterey County Health Department Behavioral Health Bureau ("COUNTY") a licensed web-based learning management platform system related to mental health and substance use treatment specific to California laws and regulations and Medi-Cal requirements. This system provides continuing education for Behavioral Health staff and providers, tracks enrollment and attendance for live courses, and auto populates certificates of attendance and continuing education. The purpose of the platform is to reduce training costs, increase productivity, strengthen compliance, mitigate risk, and improve service quality among healthcare professionals

II. PERIOD OF PERFORMANCE

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **July 1, 2026 to June 30, 2029**.

III. SCOPE OF SERVICES

Relias Platform features Scalable and modular architecture, Intuitive, web-based, secure cloud design, and SCORM compatibility. The platform provides both an Administrator and Learner Experience.

A. IMPLEMENTATION PREMIER

1. Overview

Subscription start date of July 1, 2026. The CONTRACTOR will perform the Professional Services as described in this Scope of Services

2. Project Scope

CONTRACTOR will provide the Professional Services for the implementation and set-up of the COUNTY's Relias Platform Site ("Project").

The Professional Services detailed in Section 3 may require additional scoping prior to the commencement of the Project to fully understand the COUNTY's technical requirements as the scope was developed based on details shared by the COUNTY prior to the Agreement effective date.

The Project Scope assumes a single implementation of all of the COUNTY's locations in the Project Scope. If the COUNTY desires to implement the Project in phased rollouts of each COUNTY location, additional fees may be assessed if the phased rollouts significantly impact the timeline of the Project. Any such changes to the Project will be discussed by both Parties and the changes will be reflected in a amendment as defined by the Section V Payment Provisions.

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2. Project Plan

A. Project Management

At the initiation of the Project, CONTRACTOR shall assign a dedicated Professional Services Implementation Consultant ("IC") to serve as the Project Manager and primary point of contact for the COUNTY'S appointed Client liaison ("Client Liaison") throughout the entire Project.

The IC will prepare an estimated timeline for the Project. Client Liaison and the IC will jointly review and agree upon the timeline, including deliverables and requirements from CONTRACTOR and/or the COUNTY to meet the Project timeline.

With an emphasis on efficiency and long-term Client success, the Relias Implementation methodology has streamlined the process into the following Phases. All Projects will be implemented concurrently.

B. Project Phases: Technical Implementation of Relias Platform

(1) Design: Pre-Work, Overview, & Kick Off

- Upon initiation of the Project, the IC will provide a template to the Client Liaison which will include required information for the configuration and set up of the Site ("Business Requirements Form").
- The IC will contact the Client Liaison to make introductions and organize Kickoff call.
- The IC will set up the Client Liaison and/or other Client Administrators in the Site.
- Draft a detailed Project Plan and/or timeline with key tasks and milestones.

On the **Project Kickoff** call the IC will review:

- Agreement highlights and project goals with the key stakeholders identified by Client Liaison.
- The Project Plan / Timeline - modifications are made with the intent to gain agreement on the plan.
- A review of the Business Requirements Document
- An introduction to the Client's Relias Site for Learning.
- The User bulk load process, and User bulk load spreadsheet.
- Organizational hierarchy layout and alignment needed to achieve the enrollment and reporting requirements.
- Discuss Amendment process, expectations, and constraints of process.

(2) Develop: Development & Configure

Upon agreement of the Parties to the Business Requirements Document, IC will set up the Client's Site(s) as follows:

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In Scope?	Item	Description	Work in Scope
Y	Initial User Data Import and Transformation	• Import Client's User data using the Relias bulk upload process • Adjust Client's User Data to conform to the Relias User Import Template	Adjustment of Client User Data formatting to conform to the Relias User Import Template and initial Import into Client Relias Platform Site. Perform testing and a quality check to ensure that all data is successfully imported into the Site.
Y	Hierarchy	The Hierarchy is a tool that allows you to organize and manage the reporting structure of your organization in the Relias Platform. The Hierarchy dictates which users Supervisors can access and receive training alert emails for.	Build the Hierarchy within the Site based on Client's organizational reporting structure requirements.
Y	Training Plans	A training plan is a grouping of one or more modules that can be assigned to Users. They have various configurations such as start dates, acceptance windows, and recurrences	Configure up to 20 Training Plans for each of Client's Org IDs based on Client's requirements.
Y	Auto-Enrollments	Auto enrollment profiles are a Relias recommended best practice. This sets certain parameters by which users are automatically enrolled or unenrolled.	Configure up to 5 Auto Enrollments profiles for each Training Plan within the Project Scope.
Y	Saved Reports	Client's Site includes a set of standard reports. The functionality to save a report creates an easier process to track compliance of your staff. Commonly run reports can be saved and accessed with one	Configure up to 10 Saved Reports

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		click once you have logged in to the Relias Platform.	
Y	Automated Reports	For any report that is saved, it can be scheduled to automatically be sent to a designated email address and others via a weekly or monthly email	Configure up to 10 Automated Reports and their distribution list
Y	Client Created Courses	Client created courses (pptx. docx, pdf) that cover client specific topics.	Import up to 40 client created courses and exams into the Site.

A. Historical Data Upload

a) CONTRACTOR will import historical completion data for up to 100,000 Completions.
b) COUNTY will provide CONTRACTOR with the historical data to upload into COUNTY's Relias site.
c) CONTRACTOR shall review data for errors and communicate adjustments needed with the COUNTY.
d) After any adjustments and agreement by the Parties that the testing is complete, CONTRACTOR will complete the upload historical data into COUNTY's Site.
e) CONTRACTOR will quality check and review with COUNTY to ensure accuracy and completion.

3. Testing

(a) COUNTY is responsible for reviewing and testing all work, configuration, development and deliverables under this SOW and Business Requirements Document pursuant to acceptance criteria or testing plans mutually agreed upon by the Parties.
(b) COUNTY will provide CONTRACTOR with written notification (via email) of acceptance of each deliverable within five (5) business days upon acceptance; however, failure to reject a deliverable after said five day period shall be deemed acceptance.
(c) If COUNTY, in its reasonable and good faith judgment, determines that any submitted deliverable does not satisfy the agreed-upon acceptance criteria as specified in this SOW or Business Requirements Document, COUNTY shall notify CONTRACTOR in writing within 10 business days after CONTRACTOR's submission of the deliverable, together with explanation of any deficiencies.
(d) CONTRACTOR will use commercially reasonable efforts to correct such deficiencies and resubmit the deliverable to the COUNTY as soon as practicable. COUNTY will review and test the deliverable against the agreed-upon acceptance

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criteria and detail any deficiencies to CONTRACTOR in writing within 10 business days after resubmission of the deliverable.

(e) If the Parties determine that a deliverable's functional requirements specified in this SOW or Business Requirements Document require modification (for example, due to incorrect assumptions or changed requirements), the Parties will cooperate in good faith to execute a Amendment for such revised requirements.

(f) COUNTY remains responsible for final configuration of its Site and compliance with its policies. COUNTY shall also remain responsible for compliance with State and Federal regulatory policies, and Relias does not warrant continuing compliance with State regulatory policy.

4. Training

(1) During this phase, the IC will conduct training calls with the COUNTY. CONTRACTOR uses a remote, train-the-trainer model so that the COUNTY can involve as many administrative Users in the process as they would like. After completion of the series of trainings, the COUNTY will be able to administer the Relias site for Learning to their User base.

(2) The IC will furnish training materials the COUNTY can use to train and these resources remain available, so the COUNTY will have them for new staff joining its organization.

(3) The Go Live plan will cover how and when the Relias site for Learning will be rolled out to COUNTY's Users and will include templates for welcome letters and other documents to help ensure a smooth rollout.

5. Out of Scope Exclusions

Based on the CONTRACTOR's current understanding of COUNTY's requirements, the following tasks are out of scope, and will not be executed as part of this project (additional Scopes of Work may be created to cover future initiatives).

Unless specifically provided for in the Project Plan, this SOW does not include the following services:

a. Web Services/API

b. Single Sign On

c. Consulting Services

d. Managed Services

e. Company building of Client Competency Evaluations

This SOW includes only those services and deliverables provided by CONTRACTOR to COUNTY, and does not include and third party services, licenses, or fees. COUNTY acknowledges they are solely responsible for any third-party fees associated with COUNTY's use or integration of the Services.

6. Scope, Assumptions, and Risks

A. COUNTY will timely resolve technical obstacles within COUNTY's control.

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B. All Professional Services are provided through remote access unless specifically contracted for on-site work.

C. Estimates in this SOW assume that COUNTY personnel with appropriate technical knowledge and administrative access to COUNTY systems are available to work with IC throughout the project.

D. IC will have reasonable access to the appropriate people and resources required to complete the contemplated work.

E. Unknown risks: Until Design is complete, there may be other unknown requirements of design, complexity, and workflow. There may be unanticipated risks due to limited information available from scoping meetings to create the estimate.

F. COUNTY acknowledges that any custom functionality delivered under this SOW is not guaranteed to be compatible with future software versions and that an upgrade of such functionality to a future version of software may require additional fees under a new SOW.

G. COUNTY acknowledges that the estimates in this SOW assume that the key COUNTY personnel involved in the development and negotiation of this SOW will continue to work with the IC through the end of the SOW. If key COUNTY personnel change before the completion of the SOW, then CONTRACTOR reserves the right to charge additional fees for any additional meetings, trainings, or an increase in total hours.

7. COUNTY Responsibilities

COUNTY understands that the success of this Project is a collaborative effort and includes certain actions, which are not under the CONTRACTOR's control. In addition to any other responsibilities or duties described in this proposal, below is a list of COUNTY Responsibilities that if not performed or prove to be incorrect or untrue, may impact the project schedule, fees, and expenses, deliverables, or level of effort required and result in delays to the project and increased cost to the COUNTY.

A. COUNTY will designate a Client Liaison (listed below):

Name: LeeAnn Jones, LCSW
Title: Training & Workforce Development Manager
Email: JonesL3@countyofmonterey.gov
Phone: (831)755-4321

B. The Client Liaison will be the primary point of contact for the IC to work with and designate any other persons needed to complete the project in a reasonable and timely manner. The Client Liaison will make all necessary and reasonable efforts to make themselves available for meetings and other jointly scheduled events.

C. Client Liaison will possess appropriate skills, have access to all necessary Client resources, and provide all needed documents and information to the IC in a timely manner.

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D. Client Liaison will provide timely responses to requests and questions in order to keep the project moving. If the Client Liaison is unable to respond for 30 days, Relias reserves the right to close the project until appropriate resources can be obtained. After the project is closed, technical resources will be reassigned and unavailable to the COUNTY.

8. Change Control Procedure

In the event the parties determine that the Scope of Work requires significant modification, the party that identifies the need for a change will notify the other party in writing. CONTRACTOR will then prepare a Change Order outlining any assumptions, fees associated with the additional Professional Services, and impacts on the Project Plan. Any modification of any material term of this SOW (such as change in Scope or change in fees) will not be binding except in a fully executed amendment to this agreement.

B. Training Delivery Platform/LMS

1. Administrator's Experience

   Facilitates simplified assignment, monitoring, and reporting of staff training

   - Capabilities:
     - Assignment of all training types (online, compliance, live, custom)
     - Progress tracking for all staff
     - Creation of organizational and individualized training plans
     - Due date assignment with alerts for upcoming and overdue training
     - Uploading Custom content
   - Tools Included:
     - Reporting functionality
     - Real-time dashboards
     - License and certification tracking

2. Learner Experience

   Enhances learner engagement and promotes continuous professional development

   - Features:
     - Cross-device accessibility to increase employee engagement
     - Multi-modal course delivery for varied learning approaches
     - Automated post-training reinforcement tools (BrainSparks©)
   - Tools Included:
     - License and certification tracking
     - Mobile application access
     - Gamification elements

3. User Roles
   - Hierarchical role-based access controls:
     - Administrators: Full system permissions (Learning, User, Enrollment, and Report Management)
     - Instructors: Complete Learning Management and Enrollment Management permissions

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  - Supervisors: Limited User Management with full Enrollment and Report Management for subordinate users
  - Learners: Course access and transcript viewing rights
- Organizational hierarchy implementation reflecting client company structure
- Automated notification system based on hierarchical relationships
- Unlimited users at each hierarchy level with single-level assignment per user

4. Content Library

   Library may be updated, including the addition of new modules and archiving of existing modules. The Relias solution enables organizations to:

   - Access a broad selection of courses
   - Orient employees quickly and easily
   - Enhance remote staff access to training
   - Streamline course tracking, management and reporting
   - Meet accreditation and regulatory requirements
   - Standardized competency tracking
   - Track license renewals and provide Continuing Education

5. Behavioral Health Content Library

   Provides mental health and substance use clinicians, clinical supervisors, paraprofessionals, and other staff a wide array of course topics in their specialty area.

   - Evidence-based treatment practices
   - Trauma-informed care
   - Suicide prevention
   - Substance use treatment
   - Paraprofessional staff and peer support
   - Licensed mental health clinicians

IV. DESIGNATED CONTRACT MONITOR

LeeAnn Jones
Training and Workforce Development Manager
1611 Bunker Hill Way Suite 120, Salinas, CA 93901
(831) 755-7321

V. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

CONTRACTOR's compensation for services rendered shall be based on the following fee schedule:

Services FYs 2026-29	Quantity	Rate	Total Amount
One Time Implementation Premier Fee	1	$ 10,000.00	$ 10,000.00

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One Time Historical Data Fee	1	$3250.00	$	3,250.00
Subscription Service: BCH Solutions- Behavioral Health Services (750 users/year)	2,250	$74.24	$	167,040.00
		TOTAL	$	180,290.00

B. PAYMENT CONDITIONS

A. The Contractor shall submit invoices on a biannual basis, with two invoices issued per year. Invoices shall be submitted on July 1 and January 1 of each year, beginning July 1, 2026, and continuing through June 30, 2029, unless amended in writing by mutual agreement of the Parties.

B. Fee schedule rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County Health Department. Specifically, CONTRACTOR shall submit its invoice on Exhibit D – Invoice Form to the COUNTY.

E. CONTRACTOR shall submit via email a bi-annual claim using Exhibit D – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

V. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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

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(20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

VI. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$180,290.00** for services rendered under this Agreement for the period of **July 1, 2026 to June 30, 2029.**

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2026 – June 30, 2029	$180,290.00
MAXIMUM LIABILITY AMOUNT	**$180,290.00**

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EXHIBIT B: INVOICE FORM

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM			Monterey County Behavioral Health
Contractor :	Relias, LLC	**Invoice Number :**	
Address Line 1	1010 Sync Street, Suite 100	**County PO No.:**	
Address Line 2	Morrisville, NC 27560	**Invoice Period :**	
Tel. No.:	877-200-0020		
Fax No.:			
Contract Term:	July 1, 2026 - June 30, 2029	**Final Invoice** (Check if Yes)	
BH Division :			

Rates of Payment	Units	Rate	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
BCH Solutions - Behavioral Health Services							#DIV/0!
Implentation Premier							
Historical Data							#DIV/0!
TOTALS							#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 claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____

Title: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Authorized Signatory _____ Date : _____

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ADDENDUM
to Agreement ("Agreement")
by and between Relias LLC ("CONTRACTOR")
and County of Monterey, on behalf of the
County of Monterey Health Department, Behavioral Health Bureau ("COUNTY")

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and COUNTY. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum 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 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and COUNTY agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 3.02. Section 3.02 is hereby deleted in its entirety and replaced with the following:

   Following the initial 12-month term, 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. Upon any such termination, County shall be entitled to refund of amounts prepaid by County and relating to periods following termination.

2. Section 5.01. Section 5.01 is hereby deleted in its entirety and replaced with the following:

   CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are 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.

3. Section 5.04. Section 5.04 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

   Except as expressly stated in this section 5, all services are provided on an as is, as available basis. Contractor, its licensors, third-party subcontractors, and suppliers expressly disclaim, to the maximum extent permitted by law, all warranties, express or implied, oral or written, including, without limitation, (i) any warranty that any software, database, subscription services, deliverables, or professional services are error free, accurate, reliable, will operate without interruption, or that all errors will be corrected, or that subscription services will comply with any law, rule, or regulation; (ii) implied warranties of merchantability, fitness for a particular purpose; and (iii) implied warranties arising from statute, course of dealing, course of performance, or usage of trade. No advice, statement, or information given by contractor, its affiliates, contractors, or employees shall create or change any warranty provided herein. Contractor disclaims all liability or loss arising out of any action taken in reliance on its site, content, assessments, products, or subscription

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or professional services.

4. Section 5.05. Section 5.05 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

   As between contractor and County, County assumes sole responsibility and liability for its users' compliance with the terms and conditions of this agreement. Contractor shall have no liability for any claims, losses, or damages arising out of or in connection with County's or any of its users' use of the subscription or professional services alone or in combination with any third-party products, services, software, or web sites, including those that are accessed via links from within subscription services.

5. Section 6.02. Section 6.02 is hereby deleted in its entirety and replaced with the following:

   Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of sixty (60) 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. Section 6.04. Section 6.04 is hereby deleted in its entirety and replaced with the following:

   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 relevant 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. Section 7.01. Section 7.01 is hereby deleted in its entirety.

8. Section 7.02. Section 7.02 is hereby deleted in its entirety and replaced with the following:

   Either party may terminate the Agreement immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; "Material breach" on the part of CONTRACTOR 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 material breach, 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.

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9. Section 8.0. Section 8.0 is hereby deleted in its entirety and replaced with the following:

   INDEMNIFICATION AND LIMITATION OF LIABILITY
   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) arising out of the CONTRACTOR's alleged infringement or misappropriation of a third party's U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret. CONTRACTOR shall have no indemnity obligation to County where the alleged infringement or misappropriation arises from (i) a modification of services as delivered to County; (ii) the combination of services with any other process, hardware, software, data, or functionality; (iii) any County-originating data or content communicated using such services; or (iv) any use of services by County in a manner inconsistent with the documentation or instructions provided by CONTRACTOR or otherwise in breach of this Agreement.

   Contractor's total liability (including attorneys' fees awarded under this agreement) to county for any claim by county or any third parties under this agreement, will be limited to the fees paid for such items that are the subject matter of the claim for the prior twelve (12) months. In no event will contractor, its licensors, or its suppliers be liable to county or third parties for any indirect, special, incidental, exemplary, punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, staff time, goodwill, use, data, or other economic advantage), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not previously advised of the possibility of such damages.

10. Section 9.03. Section 9.03 Commercial General Liability Insurance and Professional Liability Insurance is hereby deleted in its entirety and replaced with the following:

    Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, with a limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

    Professional Liability Insurance: if required for the professional services being provided, (e.g., those person authorized by a license to engage in a business or professional 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 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 one year following the expiration or earlier termination of this Agreement.

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Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3 700 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.)

11. Section 9.04. Section 9.04 Other Requirements, Additional Insured Status, and Worker's Compensation Waiver of Subrogation is hereby deleted in its entirety and replaced with the following:

Other Requirements:
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 one year following the date the CONTRACTOR completes its performance of services under this Agreement.

Each subcontractor, if any, performing work under this Agreement must have 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 insured on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, but only to the extent of liability falling within CONTRACTOR's indemnity obligations pursuant to the terms of this agreement. Auto liability coverage shall be provided in the form of a blanket endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insured on the commercial general liability policy with respect to liability arising out of work or operations performed under this Agreement by the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy hereunder shall contain a blanket waiver of subrogation. 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 copies of blanket endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the

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CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance as soon as is reasonably practicable 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. 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.

12. Section 10.1. Section 10.1 is hereby deleted in its entirety and replaced with the following:

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. Required user login data ("Client Data") is excluded from the definition of Confidential Information. CONTRACTOR may use, for any purpose, Client Data or data arising out of a combination of Client Data and Subscription or Professional Services, so long as the relevant data has been anonymized and de-identified; however, CONTRACTOR agrees not to use or disclose this information to the extent prohibited by applicable law.

13. Section 10.5. Section 10.5 is hereby deleted in its entirety

14. Section 10.7. Section 10.7 is hereby added to 10.0 RECORDS AND CONFIDENTIALITY as a new section to this Agreement as follows:

No Protected Health Information. County will not provide CONTRACTOR with access to any Protected Health Information (as defined in 45 CFR § 160.103, PHI). CONTRACTOR reserves the right not to accept access to Client Data that contains PHI. County represents and warrants that: (i) County has the right and authority necessary to provide the Client Data to CONTRACTOR as provided hereunder, (ii) County will disclose to CONTRACTOR only such Client Data as Client is authorized to disclose to CONTRACTOR, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (HIPAA). The parties acknowledge that, under the terms of this Agreement,

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CONTRACTOR does not collect or possess PHI, and that CONTRACTOR shall not be required to execute a Business Associate Agreement or similar agreement. County warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide CONTRACTOR or its suppliers access to any such PHI.

15. Section 16.01. Section 16.01 is hereby deleted in its entirety.

16. Section 16.06. Section 16.06 is hereby deleted in its entirety and replaced with the following:

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. CONTRACTOR may assign all or part of its rights or obligations under this Agreement to a successor of interest as a result of merger, acquisition, or corporate restructuring without County's consent, provided that CONTRACTOR delivers at least thirty (30) days written notice to County of any such assignment.

17. Section 16.09. Section 16.09 is hereby deleted in its entirety

18. Section 16.10. Section 16.10 is hereby deleted in its entirety and replaced with the following:

Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

19. Section 18.0. Section 18.0 is hereby added as a new section to this Agreement as follows:

18.0 DEFINITIONS

18.1 **Content** means materials provided or posted by CONTRACTOR in connection with Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos, including modifications, enhancements, or new versions thereof.

18.2 **Intellectual Property** means any and all intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of

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operation of systems, training methodology and materials, which CONTRACTOR has created, acquired, or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in.

18.3 **LMS** means CONTRACTOR's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements, and new versions thereof.

18.4 **Professional Services** means consulting, implementation, training, creation of custom Content, or other professional services to be performed by the CONTRACTOR. Professional Services will be described in an Ordering Document executed by the parties.

18.5 **Site** means the web interface at a URL designated by CONTRACTOR.

18.6 **Subscription Services** means access to the LMS and Content through the Site for County's internal training purposes.

18.7 **User(s)** means those persons who (i) have been authorized by County to access and use Subscription Services and Professional Services; (ii) have complied with any registration requirements reasonably requested by CONTRACTOR; (iii) have been issued a personal and unique User ID and password; and (iv) have acknowledged the terms and conditions applicable to Subscription Services. Only current employees and independent contractors of County are eligible to be Users.

20. Section 19.0. Section 19.0 is hereby added as a new section to this Agreement as follows:

19.0. USE RIGHTS

19.1 Grant of Use. Subject to the terms of the Agreement, CONTRACTOR grants to County the right to access and use Subscription Services, solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

19.2 Authorized Users. County shall provide CONTRACTOR with the required demographic data for all Users in the specified electronic format provided by CONTRACTOR to complete the initial registration process. Activating and deactivating Users as a method of keeping the number of Users within range of the Subscription Metrics shall be a material breach of the Agreement.

19.3 Acceptable Use. County and all Users shall use Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. County agrees and shall ensure that Users do not post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents, or programs; (iii) violates the rights

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of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. County further agrees and shall ensure that Users do not interfere or disrupt networks connected to Subscription Services, do not interfere with another entity's use of similar services, and comply with all regulations, policies, and procedures of networks connected to Subscription Services. CONTRACTOR may remove any violating content posted on Subscription Services or transmitted through Subscription Services without notice. CONTRACTOR may suspend or terminate any User's access to Subscription Services if CONTRACTOR determines that such User has violated the terms and conditions of this Agreement. County is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. As between the parties, County is entirely responsible for all activities that occur under its account. County shall immediately notify CONTRACTOR of any unauthorized use or any other breach of security known to County. CONTRACTOR shall have no liability for any loss or damage arising from County's failure to comply with these requirements.

19.4 Restrictions. County shall not itself, or through any Affiliate, employee, contractor, agent, or other third party (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, Subscription Services, Content, or the Site, or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of Subscription Services or Content, in whole or in part; (iii) allow access to, provide, divulge, or make available the Site, Subscription Services, or Content to anyone other than an authorized User; (iv) create derivative works based upon Subscription Services or Content, or modify, adapt, translate, or otherwise make any changes to Subscription Services, Content, or any part thereof; (v) use Subscription Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (vi) disclose or publish, without CONTRACTOR's prior written consent, performance or capacity statistics or the results of any benchmark test performed on Subscription Services; or (vii) remove from any Subscription Services or other materials owned by CONTRACTOR identification, patent, copyright, trademark, or other notices. Proprietary notices, including without limitation patents, copyrights, and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies. 2.5 Enforcement. County shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify CONTRACTOR of any actual or suspected violation thereof, and (iii) cooperate with CONTRACTOR with respect to investigation and enforcement of the Agreement. County shall be solely responsible for all acts and omissions of its Users in connection with their access and use of Subscription Services.

19.6 Environment. Subscription Services will be hosted on a server that is maintained by CONTRACTOR or its designated third-party subcontractor. User access to Subscription Services is provided through the Site. County is solely responsible for obtaining and maintaining, at its own expense, all equipment and services needed to access the Site.

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19.7 Availability. CONTRACTOR shall use commercially-reasonable efforts to make Subscription Services continually available except for scheduled downtime events where notice is provided to County, emergency downtime events, or Internet service provider failures or delays. CONTRACTOR will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. County acknowledges that Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; CONTRACTOR is not responsible for any delays, delivery failures, or other damage resulting from such problems.

19.8 Content. Access to Content, if applicable, shall be provided by CONTRACTOR through Subscription Services. County is responsible for selecting which Content will be available to authorized Users. CONTRACTOR continuously reviews and updates Content based on an ongoing-needs analysis. CONTRACTOR reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

19.9 Site Administrator. County shall designate a primary contact who shall function as the liaison to CONTRACTOR and who shall be trained by CONTRACTOR so that the contact shall be able to train and support Users on the use of Subscription Services (Site Administrator). The Site Administrator shall be the primary point of contact with CONTRACTOR on all issues related to Subscription Services.

19.10 County Data Responsibilities. County shall be solely responsible for the accuracy, quality, integrity, and legality of data uploaded in connection with Subscription Services by County. County shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in Subscription Services. County authorizes CONTRACTOR and its third-party subcontractors to serve as the hosts and repository for the data County enters into Subscription Services.

19.11 Changes. CONTRACTOR reserves the right to add or substitute functionally equivalent products in the event of product unavailability, product end of life, or changes to software requirements. CONTRACTOR regularly updates Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically while others may require County cooperation. Where required, County shall reasonably cooperate in implementing such changes.

21. Section 20.0. Section 20.0 is hereby added as a new section to this Agreement as follows:

20.0. PROFESSIONAL SERVICES

20.1 Cooperation. County shall provide CONTRACTOR with good-faith cooperation and access to such information, facilities, personnel, and equipment that CONTRACTOR may reasonably require in order to provide Professional Services. County

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acknowledges that CONTRACTOR's performance is dependent upon the timely and effective completion of County's responsibilities and County's timely decisions and approvals in connection with Professional Services. CONTRACTOR may reasonably rely on all such decisions and approvals.

Introduced: 5/21/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a standard template Mental Health Services Agreement (MHSA) with each of the providers listed in the Delegated Authority list (Attachment A) 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, for a term of July 1, 2026 through June 30, 2027 for a total in the aggregate not to exceed $2,085,283 as set forth in Attachment A and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments per agreement with the providers listed in Attachment A, provided that the amendments do not exceed 10% of each original agreement amount, and do not significantly change the scope of services, nor result in a total increase of 10% ($208,528), for a revised aggregate not to exceed amount of $2,293,811.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a standard template Mental Health Services Agreement with each of the providers listed in the Delegated Authority list (Attachment A) 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, for a term of July 1, 2026 through June 30, 2027, for a total in the aggregate not to exceed $2,085,283, as set forth in Attachment A and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments per agreement with the providers listed in Attachment A, provided that the amendments do not exceed 10% of each original agreement amount, and do not significantly change the scope of services, nor result in a total increase of 10% ($208,528), for a revised aggregate not to exceed amount of $2,293,811.

SUMMARY:
The County of Monterey Behavioral Health Bureau has submitted this comprehensive board report to enhance contracting efficiency by allowing the Director of Health Services or their designee to execute agreements for specialty mental health and supportive services without having to request separate Board approval for each agreement. Behavioral Health seeks to enter into new agreements with contractors that historically have provided quality services to County residents for many years. The providers listed in Attachment A have agreed to the County's standard boilerplate insurance and indemnification provisions. The Department will continue to secure Board approval for amendments to any agreements that significantly change the scope of services and in total exceed 10% of the original

agreement amount.

DISCUSSION:
Short-Term Residential Therapeutic Programs (STRTP) are licensed by the California Department of Social Services and provide 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 24-hour care and supervision on a short-term basis for children and youth with complex and severe needs. The program's goal is to provide therapeutic interventions, treat ameliorate behavioral health symptoms and improve function so that children and adolescents may move 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.

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

This work supports one of the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/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 these Agreements are included in the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year (FY) 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

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

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A - Delegated Authority List of Providers
Attachment B - County of Monterey Standard MHS (Mental Health Services) Agreement for Medi-Cal Services.

Introduced: 5/21/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a standard template Mental Health Services Agreement (MHSA) with each of the providers listed in the Delegated Authority list (Attachment A) 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, for a term of July 1, 2026 through June 30, 2027 for a total in the aggregate not to exceed $2,085,283 as set forth in Attachment A and
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SUMMARY:

The County of Monterey Behavioral Health Bureau has submitted this comprehensive board report to enhance contracting efficiency by allowing the Director of Health Services or their designee to execute agreements for specialty mental health and supportive services without having to request separate Board approval for each agreement. Behavioral Health seeks to enter into new agreements with contractors that historically have provided quality services to County residents for many years. The providers listed in Attachment A have agreed to the County's standard boilerplate insurance and indemnification provisions. The Department will continue to secure Board approval for amendments to any agreements that significantly change the scope of services and in total exceed 10% of the original agreement amount.

DISCUSSION:
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FINANCING:
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Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A - Delegated Authority List of Providers
Attachment B - County of Monterey Standard MHS (Mental Health Services) Agreement for Medi-Cal Services.

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ATTACHMENT A		
PROVIDER	**CONTRACT TERM**	**CONTRACT NOT TO EXCEED AMOUNT**
Changing Faces	July 1, 2026 - June 30, 2027	$74,808
Core Conditions	July 1, 2026 - June 30, 2027	$708,230
DN Associates	July 1, 2026 - June 30, 2027	$708,230
Elite Family Services	July 1, 2026 - June 30, 2027	$287,645
Michigan House	July 1, 2026 - June 30, 2027	$190,638
Summitview	July 1, 2026 - June 30, 2027	$115,732
Total:		**$2,085,283**

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ATTACHEMENT B

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 **EXAMPLE: DAVIS GUEST HOME, INC.** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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ATTACHEMENT B

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: **List Services.** __ _____

III. EXHIBITS

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

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT 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 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 _____ and shall remain in effect until _____.

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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.

VIII. PROGRAM INTEGRITY

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ATTACHEMENT B

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

   e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

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A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

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a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

b. They consider the needs of the clients;

c. They are adopted in consultation with contracting health care professionals; and

d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

a. Complete written description of event including outcome;

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

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

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

J. Client Informing Materials

1. Basic Information Requirements

a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

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v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with

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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.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

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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 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

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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 authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. BUDGET

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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 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,

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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.

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;

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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 notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XX. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
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

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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. 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.

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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 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

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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 Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	EXAMPLE: Lonny G. Davis President Davis Guest Home, Inc. 1878 East Hatch Road Modesto, CA 95351 (209) 538-1496

(The remainder of this page is left intentionally blank)

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ATTACHEMENT B

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____ Department Head	_____ **CONTRACTOR NAME** Contractor's Business Name *
Date: _____	By: _____ (Signature of Chair, President, or Vice-President) *
Approved as to Form [1]	_____ Name and Title
By: _____ County Counsel	Date: _____
Date: _____	
Approved as to Fiscal Provisions[2]	
By: _____ Auditor-Controller's Office	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: _____	_____ Name and Title
Reviewed as to Liability Provisions[3]	Date: _____
By: _____ Risk Management	
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.

Introduced: 5/21/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive standard Mental Health Services Agreement for the term beginning January 1, 2026 through June 30, 2027 with Olive Crest 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 $189,421 for Fiscal Year (FY) 2025-2026 and $505,123 for FY 2026-2027 for a total agreement amount not to exceed $694,544; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($69,454) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $763,998.

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 retroactive standard Mental Health Services Agreement for the term beginning January 1, 2026 through June 30, 2027 with Olive Crest 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 $189,421 for Fiscal Year (FY) 2025-2026 and $505,123 for FY 2026-2027 for a total agreement amount not to exceed $694,544; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($69,454) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $763,998.

SUMMARY:

Short-Term Residential Therapeutic Programs (STRTP) are licensed by the California Department of Social Services and provide 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:

Olive Crest 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 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 January 1, 2026, 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.

This work supports one of the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/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 and the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year (FY) 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

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

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 5/21/2026
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
____ Dynamic Organization and Employer of Choice

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report
Agreement

Docusign Envelope ID: 46B0A82A-711F-8E3D-83CD-81A6B037CF7A

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 **OLIVE CREST** (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: **Olive Crest 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 **January 1, 2026** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

   e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

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X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

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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 Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Tina Chang, LMFT Regional Programs Director 2130 E. Fourth Street Santa Ana, CA 92705 (714) 543-5437 x. 1128

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Elsa M. Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...

County Counsel

Date: 5/15/2026

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor-Controller's Office

Date: 5/18/2026

Reviewed as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

CONTRACTOR

OLIVE CREST

CONTRACTOR NAME

Contractor's Business Name *

By: Signed by: Donald Verleur 0C991377AF9A400...

(Signature of Chair, President, or Vice-President) *

Donald Verleur, CEO

Name and Title

Date: 5/14/2026

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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SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Olive Crest
2130 E. Fourth Street
Santa Ana, CA 92705
Phone: (714) 543.5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
d. Child/youth develop effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

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C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

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d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.
   i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.

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ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

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 **three (3)** youth for fiscal year (FY) 25-26 and **four (4)** youth for fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2025-2026 ***(January 1, 2026 – June 30, 2026)***

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,080
Physician Assistant			0
Nurse Practitioner			2,160
RN			0
Certified Nurse Specialist			0
LVN			0
Pharmacist			0
Licensed Psychiatric Technician			1,080
Psychologist/Pre-licensed Psychologist			0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,280
Occupational Therapist			0
Mental Health Rehab Specialist			10,800
Medical Assistant			0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			10,800
Peer Support			4,320
Total Units for FY25-26			**47,520**

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Fiscal Year (FY) 2026-2027

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	2,880
Physician Assistant			0
Nurse Practitioner			5,760
RN			0
Certified Nurse Specialist			0
LVN			0
Pharmacist			0
Licensed Psychiatric Technician			2,880
Psychologist/Pre-licensed Psychologist			0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			46,080
Occupational Therapist			0
Mental Health Rehab Specialist			28,800
Medical Assistant			0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			28,800
Peer Support			11,520
Total Units for FY26-27			**126,720**

Services shall be coded under Avatar program Name/Code

	Address	Code
Richmond	**20025 Vista Del Lago St. A, Perris, CA 92570**	**TBD**
Lyon	**20025 Vista Del Lago St. B, Perris, CA 92570**	**TBD**
Forecast	**20051 Vista Del Lago St. A, Perris, CA 92570**	**TBD**
Beazer	**20025 Vista Del Lago St. B, Perris, CA 92570**	**TBD**
Hope Refuge	**2504 Refugio Rd., Goleta, CA 93117**	**TBD**
Wheeler	**159 N. Wheeler St., Orange, CA 92869**	**TBD**
Malena	**13442 Malena Dr., Santa Ana, CA 92705**	**TBD**
Saylor	**19356 Saylor Tr., Santa Ana, CA 92705**	**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.

D. 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
Richmond	**20025 Vista Del Lago St. A, Perris, CA 92570**

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Lyon	**20025 Vista Del Lago St. B, Perris, CA 92570**
Forecast	**20051 Vista Del Lago St. A, Perris, CA 92570**
Beazer	**20051 Vista Del Lago St. B, Perris, CA 92570**
Hope Refuge	**2504 Refugio Rd., Goleta, CA 93117**
Wheeler	**159 N. Wheeler St., Orange, CA 92869**
Malena	**13442 Malena Dr., Santa Ana, CA 92705**
Saylor	**19356 Saylor Tr., Santa Ana, CA 92705**

E. 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 **three (3)** eligible residents for Fiscal Year (FY) 2025-2026 and **four (4)** eligible residents of Monterey County for Fiscal Year 2026-2027. 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	3
2026-2027	4

G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:

Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

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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):

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

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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.

M. DESIGNATED CONTRACT MONITOR
Rachelle S. Hodel
Behavioral Health Services Manager II
Monterey County Health Department / Behavioral Health Bureau
1870 N. Main Street
Salinas, CA 93901
(831) 682-5125

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

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guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

    a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

    b. The client has at least one of the following:

        a. A significant impairment,

        b. A reasonable probability of significant deterioration in an important area of life functioning,

        c. A reasonable probability of not progressing developmentally as appropriate, or
        d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
        e. The client's condition listed above is due to one of the following:

            a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental 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:

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i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or
iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

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3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

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b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. 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

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1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

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.

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F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

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:

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https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

V. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- 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

Provisional 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 **$694,544** *(rounded to the nearest dollar)* for **FY 2025-2027***)*:

Fiscal Year (FY) 2025-26 ***(January 1, 2026 – June 30, 2026)***					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,080	$15.83	$17,096
Physician Assistant			0	0	$0
Nurse Practitioner			2,160	$7.87	$16,999
RN			0	0	$0
Certified Nurse Specialist			0	0	$0
LVN			0	0	$0
Pharmacist			0	0	$0
Licensed Psychiatric Technician			1,080	$2.90	$3,132
Psychologist/Pre-licensed Psychologist			0	$0	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,280	$4.12	$71,194
Occupational Therapist			0	0	$0
Mental Health Rehab Specialist			10,800	$3.10	$33,480

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Medical Assistant			0	0	$0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			10,800	$3.10	$33,480
Peer Support			4,320	$3.25	$14,040
Total Maximum Amount FY 2025-26					**$189,421**

Fiscal Year (FY) 2026-27					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	2,880	$15.83	$45,590
Physician Assistant			0	$0	$0
Nurse Practitioner			5,760	$7.87	$45,331
RN			0	$0	$0
Certified Nurse Specialist			0	$0	$0
LVN			0	$0	$0
Pharmacist			0	$0	$0
Licensed Psychiatric Technician			2,880	$2.90	$8,352
Psychologist/Pre-licensed Psychologist			0	$0	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			46,080	$4.12	$189,850
Occupational Therapist			0	$0	$0
Mental Health Rehab Specialist			28,800	$3.10	$89,280
Medical Assistant			0	$0	$0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			28,800	$3.10	$89,280
Peer Support			11,520	$3.25	$37,440
Total Maximum Amount FY 2026-27					**$505,123**

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.

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CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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:

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E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$694,544** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
January 1, 2026 – June 30, 2026	$189,421
July 1, 2026 – June 30, 2027	$505,123
TOTAL MAXIMUM COUNTY OBLIGATION:	**$694,544**

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C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

B. 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.

C. 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.

D. 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.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

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of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

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I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

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H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

	OLIVE CREST
	Business Name of Contractor
Signed by: Donald Verleur 0C991377AF9A400...	**DONALD VERLEUR**
Signature of Authorized Representative	Name of Authorized Representative (printed)
5/14/2026	Chief Executive Officer
Date	Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons.

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	OLIVE CREST	
Name of Designee	Donal Verleur	
Title of Designee	Chief Executive Officer	
Street: 2130 E. Fourth Street		
City: Santa Ana	State: CA	Zip: 92705
IRS Employer Identification Number	952877102	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by:
Donald Verleur
0C991377AF9A400...

CEO

Signature & Title of Contractor Date 5/14/2026

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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.

	OLIVE CREST
	Contractor (Organization Name)
Signed by: Donald Verleur 0C991377AF9A400...	**DONALD VERLEUR**
Signature of Authorized Representative	Name of Authorized Representative
5/14/2026	Chief Executive Officer
Date	Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **January 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **OLIVE CREST** ("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.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R.

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§ 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 of any instances of which such person is aware that the confidentiality of the information has been

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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 and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may

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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, the PHI in its possession and retain no copies, including backup copies;

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(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 preempted by HIPAA.

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(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 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

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(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:

Olive Crest.
Attn: Donald Verleur
2130 E Fourth Street
Santa Ana, CA 92705
Phone (714) 543.5437

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: Donald Verleur 0C99137ZAF9A400...	By:
Print Name: **Donald Verleur**	Print Name: **Elsa M. Jimenez**
Print Title: Chief Executive Officer	Print Title: Director of Health Services
Date: 5/14/2026	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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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: 5/26/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute non-standard Participation Agreement No. 14629-MONT-PICR-26_27 between the County of Monterey and California Mental Health Services Authority (CalMHSA), for Psychiatric Inpatient Concurrent Review (PICR) services, for a total Agreement amount not to exceed $447,888 for the term July 1, 2026 through June 30, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three future amendments that do not exceed 10% ($44,788) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $492,676.

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 non-standard Participation Agreement No. 14629-MONT-PICR-26_27 between the County of Monterey and California Mental Health Services Authority (CalMHSA), for Psychiatric Inpatient Concurrent Review (PICR) services, for a total Agreement amount not to exceed $447,888 for the term July 1, 2026 through June 30, 2028;
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SUMMARY:

This Participation Agreement No. 14629-MONT-PICR-26_27 is seeking Board approval due to its non-standard template. This Participation Agreement shall enable the California Mental Health Services Authority (CalMHSA) to provide Psychiatric Inpatient Concurrent Review (PICR) services for the County of Monterey Behavioral Health Bureau through June 30, 2028.

DISCUSSION:

The County of Monterey Behavioral Health Bureau is required to comply with California County Mental Health Plan (MHP) requirements to conduct review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services, as per the Department of Healthcare Services (DHCS) Behavioral Health Information Notice (BHIN) 19-026 and BHIN 22-017. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

Board action on February 10, 2009, approved and authorized County of Monterey Department of Health to participate as a member of the CalMHSA Joint Power Authority to jointly develop and fund mental health services and education programs. Any services performed by CalMHSA on behalf of its members are entered into upon execution of a specific Participation Agreement. CalMHSA has entered into agreement with Accentra Health, LLC to provide participating counties with a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review (PICR) and authorization services on behalf of multiple California County MHPs. Participation Agreement No. 14629-MONT-PICR-26_27 will enable the CalMHSA to provide California County MHP PICR services for the County of Monterey Behavioral Health Bureau through June 30, 2028.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Realignment. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (Fund 1310, Department 400005) Fiscal Year (FY) 2026-27 Recommended Budget, and shall be included in the Health Department Behavioral Health Bureau (Fund 1310, Department 400005) Budget for Fiscal Year (FY) 2027-28.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life by ensuring patient safety and treatment efficacy by confirming hospital stays are medically necessary and meet the correct level of care.

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

Prepared by: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Participation Agreement No.14629-MONT-PICR-26_27

Introduced: 5/26/2026
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
____ Dynamic Organization and Employer of Choice

Prepared by: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Participation Agreement No.14629-MONT-PICR-26_27

Docusign Envelope ID: AC9EBB5D-CE94-4051-BC5A-2BCF949B8EA6

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

COVER SHEET

1. Monterey County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions

2. **Program Name:** Psychiatric Inpatient Concurrent Review ("PICR") (the "Program").

3. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

4. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2026, through June 30, 2028.

5. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A marked "Program Description, Funding and Fees," Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month. Participant will certify the invoice, either in the requested amount or in such other amount as the Participant 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. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed **$447,888** for the stated services during the term of the Agreement.

7. **Authorized Signatures:**

CalMHSA

Signed:_____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date:_____

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Participant: Monterey County

Signed: Signed by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel Date: 4/9/2026 | 2:48 PM PDT

Signed: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Name (Printed): Patricia Ruiz

Title: Auditor-Controller Date: 4/9/2026 | 4:00 PM PDT

Signed: Name (Printed):

Title: Director of Health Date:

Docusign Envelope ID: AC9EBB5D-CE94-4051-BC5A-2BCF949B8EA6

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. Name of Program: Psychiatric Inpatient Concurrent Review ("PICR")

II. Program Overview:

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notice ("BHIN") 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with BHINs 19-026, 22-017, 26-001, 26-002 (and any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Tittle 42 of the CFR, part 438.910).

Services

CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health, LLC (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly MEDS Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication practices may vary, as agreed upon, to accommodate the operational needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized.

Docusign Envelope ID: AC9EBB5D-CE94-4051-BC5A-2BCF949B8EA6

III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2026 – 06/30/2028	$168

Notes:

1. Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2026 – 06/30/2028	$447,888

Notes:

The NTE is generally determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this Agreement.

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Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

E. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the fiscal and administrative agent for the Program.
2. Invoice and collect funds from Participant for the Program.
3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.

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2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Participant is responsible for tracking its own utilization and must request a contract maximum increase, if needed. If the not-to-exceed ("NTE") is exceeded, Participant agrees to amend this Agreement to increase the NTE and add additional funding.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within thirty (30) calendar days of any such changes made to Participant.
5. Provide feedback on Program performance, which shall include completing Acentra's Annual MHP Survey.
6. Participant shall timely notify CalMHSA of any staffing or contact changes that impact program communications, including changes to designated points of contact or key program staff, to ensure appropriate stakeholders receive all program-related updates.
7. Participant acknowledges that, in addition to CalMHSA's monthly vendor audits, the DHCS contracts with behavioral health plans ("BHPs") requires Participant to conduct independent monitoring of vendor activities. Participant shall maintain written policies and procedures describing its monitoring process, consistent with DHCS requirements, which require that a monitoring process be in place but do not prescribe a specific monitoring methodology.
8. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2026, and continue through June 30, 2028, unless earlier terminated or extended as provided below.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon three (3) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

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C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. “Program Funding”.

B. Payment Terms

1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III “Service Fee”.
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests (“TARs”) completed during that month.
4. The Participant’s per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed Treatment Authorization Request (“TAR”) is completed.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Fees.

VI. Uptime and Support

A. Contractor’s help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.

B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor’s control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and

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against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. **No Responsibility for Mental Health Services**. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services pursuant to this Agreement.

IX. **Notice.** All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors
Position: Director of Contract Management & Legal Counsel
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org
CC Email to Name: Randall Keen, Manatt
Email: RKeen@manatt.com

If to Participant:

Name: Melanie Rhodes
Position: Behavioral Health Director
Address: 1270 Natividad Rd., Salinas CA 93906
Telephone: (831) 796-1742
Email: RhodesM@countyofmonterey.gov
CC Email to Name: Fabricio Chombo
Email: ChomboF@countyofmonterey.gov

Introduced: 5/27/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Learning Time Inc. for the provision of Learning Disabilities, Evaluations and Academic Achievement Coaching for the period of July 1, 2026 through June 30, 2029, in the amount of $660,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($66,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $726,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Learning Time Inc. for the provision of Learning Disabilities, Evaluations and Academic Achievement Coaching for the period of July 1, 2026 through June 30, 2029, in the amount of $660,000; and
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SUMMARY:
The Department is seeking to renew their contract with Learning Time, Inc. to provide learning disability (LD) evaluation and tutoring services to adult participants in the CWES Welfare-to-Work (WTW) program. The purpose of the LD evaluation in the CalWORKs program is to determine whether an individual has a learning disability that interferes with his or her ability to work and/or participate in other WTW activities.
DISCUSSION:
CalWORKs provides temporary financial assistance and other services to economically disadvantaged families with dependent children. The program is designed to assist families toward a path of work and self-sufficiency. As a condition of eligibility for CalWORKs, adults are required to work, or to participate in WTW activities that will increase their employability and move them toward earning enough money to support their family.
The CalWORKs Employment Services (CWES) program requires that the County offer a learning disability screening to all adult CWES participants. Those who score "12" or more on a standardized

and normed screening tool are then offered a learning disability evaluation that identifies the specific learning disabilities and recommended accommodations. This agreement is for the provision of learning disability evaluations and related services for the CWES Welfare-to-Work (WTW) program, including, but not limited to, direct instruction to individuals and groups to relieve identified disabilities that prevent success in meeting WTW goals and the participation in Multidisciplinary Team (MDT) meetings to assist customers in the CalWORKs Family Stabilization program.
This contract provides for the provision of LD evaluation services to identify customers with learning needs, determine if accommodations are necessary for the individual to effectively participate in the WTW program, provide individual academic achievement coaching/tutoring to eligible individuals, provide lab/group workshops to eligible individuals with common goals and needs, provide training to CWES staff to help them identify indicators of possible learning needs and how to discuss the topic with WTW participants, and provide ongoing presentations to WTW Job Search Workshop (JSW) participants on the identification and impacts of learning needs on their life.
This agreement was awarded through a formal Request for Proposal (RFP#10968) process in March 2026.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Family Stabilization Allocation funding. Sufficient appropriations and estimated revenues of $220,000 are included in the FY 2026-27 Recommended Budget and FY 2027-28 and FY 2028-29 will incorporate total appropriations and revenues of $440,000 in the corresponding future budgets.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life as well as the Diverse and Thriving Economy Strategic Plan Goals adopted by the Board of Supervisors by providing tools and services designed to help CalWORKs and Employment Services customers overcome educational and learning challenges and move toward self-sufficiency meeting a key objective for services.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X__Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative
Prepared by: Phillip McCoun, Management Analyst II, x3372

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/27/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X__Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Phillip McCoun, Management Analyst II, x3372

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Learning Time Inc,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:
in-dept learning evaluations and job readiness education for CalWORKs customers.

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: **$** 660,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Dr. Joan Smith
Name
Ed. D
Title
14401 Roland Canyon, Rd., Salinas, CA 93908
Address
(831) 484-0994
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/21/2026 | 10:07 PM EDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/27/2026 | 12:55 AM EDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Learning Time Inc.
Contractor/Business Name*
By: DocuSigned by: Dr. Joan Smith 85B8255416B54B9...
(Signature of Chair, President, or Vice-President)
Joan Smith Director
Name and Title
Date: 5/19/2026 | 7:12 PM EDT
By: Signed by: Coleen Gsell 5A5745BA37C483...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Coleen Gsell Treasurer
Name and Title
Date: 5/20/2026 | 5:02 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Learning Time Inc.

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget FY 2026-27
Exhibit C-2	Budget FY 2027-28
Exhibit C-3	Budget FY 2028-29
Exhibit D-1	Invoice FY 2026-27
Exhibit D-2	Invoice FY 2027-28
Exhibit D-3	Invoice FY 2028-29
Exhibit E	CO 205 Response Referral Form
Exhibit F	CSF 136 Referral Form
Exhibit G-1	Evaluation Monthly Report
Exhibit G-2	Monthly Tutoring Report
Exhibit G-3	Monthly Lab Tutoring Report
Exhibit H	HIPAA Certification
Exhibit I	Lobbying Certification
Exhibit J	Audit & Recovery of Overpayments
Exhibit J-1	Schedule of County Programs

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EXHIBIT A

SCOPE OF WORK/PAYMENT PROVISIONS

LEARNING TIME, INC.
CalWORKs Employment Services (CWES) Learning Disability Evaluations & Reports
and
Learning Disability Tutoring/Direct Instruction to CWES Customers

A. TOTAL FUNDING: $660,000.00 Family Stabilization (FSP) Allocation

B. CONTRACT TERM: July 1, 2026 – June 30, 2029

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Phillip McCoun, Management Analyst II
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 796-3372
McCounPE@countyofmonterey.gov
501-CWES-Contracts@countyofmonterey.gov

County Fiscal Contract:
County of Monterey Department of Social Services
Edelia Russo, Accountant II
1000 South Main Street Suite 306, Salinas, CA 93901
Phone: (831) 755-4433
Russoe1@countyofmonterey.gov

Contractor Information:
Learning Time, Inc.
Dr. Joan Smith, Ed.D.
14401 Roland Canyon Road, Salinas, CA 93908
Phone: (831) 484-0994 Fax: (831) 484-0998
Joan_smith@comcast.net

Location of Services:
One-Stop Career Center
730 La Guardia Street, Salinas, CA 93905

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: N/A
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. BACKGROUND:

The CalWORKs Employment Services (CWES) program requires that the COUNTY offer a learning disability screening to all adult CWES participants. Those who score "12" or more on a standardized and normed screening tool are then offered a learning disability evaluation that identifies the specific learning disabilities and recommended accommodations. This agreement

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is for the provision of learning disability evaluations and related services for the CWES Welfare-to-Work (WTW) program, including, but not limited to, direct instruction to individuals and groups to relieve identified disabilities that prevent success in meeting WTW goals and the participation in Multidisciplinary Team (MDT) meetings to assist customers in the CalWORKs Family Stabilization program.

F. TARGET POPULATION

F.1 The target population is recipients who are 18 years of age or older, who are participating in the CWES Welfare-to-Work (WTW) program, and referred by the COUNTY, who:

F.1.1 Are identified as having potential learning disabilities based on:

F.1.1.a The California State Department of Social Services approved Learning Needs Screening (WTW 18), or

F.1.1.b Being previously identified as having learning problems (for example, were in Special Education classes during all or part of grades kindergarten through 12), or

F.1.1.c The statewide Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Disabilities.

F.1.2 Are suspected of having a learning disability, even though the results of the learning disabilities screening (WTW 18 or OCAT, Section B4) did not indicate a potential learning disability, or

F.1.3 Are limited-English proficient (LEP) and therefore have not been screened with the screening tool but have indicators of a potential learning disability.*

**The State of California learning disability screening tool (WTW 18) is validated and normed only for English speakers. Customers with Limited English Proficiency (LEP) may be referred for an evaluation based on other indicators of a possible learning disability.*

G. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

G.1 Provide learning need evaluations to referred customers in both English and Spanish, depending on the customer's preferred language.

G.2 Provide services to CWES customers who have a documented learning disability in reading or calculations or have a head injury which resulted in memory loss, organizational ability, and basic skills.

H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

H.1 Accept customer referrals from the COUNTY and adjust the number of days per month on which testing is offered accordingly.

H.2 Conduct evaluations at the One-Stop Community Centers (OSCC) in Salinas and King City.

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H.3 Interview referred CWES customers within ten (10) business days of receipt of a Learning Disability referral, CSF 136, and administer evaluation test instruments for English and Spanish-speaking customers that include:

H.3.1 Tools for measurement of aptitudes.

H.3.2 Tools for measurement of academic achievement.

H.3.3 Tools for measurement of information processing

H.4 Complete and submit learning disability evaluation reports to the COUNTY within thirty (30) days from the date that a CWES customer is referred by the COUNTY using a **CO 205 Response to Referral form (EXHIBIT E)**. Include the following core information expressed in a reader-friendly writing style and clear format:

H.4.1 The name of the evaluator, customer, and date(s) of testing.

H.4.2 Relevant vocational/educational background and history.

H.4.3 General aptitude/cognitive level.

H.4.4 Other identified issues such as physical/mental problems.

H.4.5 Areas of strength.

H.4.6 Areas of deficiency.

H.4.7 A summary of the participant's condition and rationale for learning disabilities determination/diagnosis, including the severity of disability, areas of potential impact on employment and participation in WTW activities, recommendations for additional services, as appropriate, any suspected conditions, if identified, other than a learning disability so that the County can make the appropriate referral, range of recommended accommodations/assistive technology to be included in the participant's WTW Plan, identification of local resources to assist recipients, and the rationale for learning disabilities determination/diagnosis.

H.5 Complete and submit learning disability accommodation reports to the COUNTY and school or worksite (as required by school or worksites) within thirty (30) days from the date that a CWES customer is referred by the COUNTY.

H.6 Be available for, and participate in, scheduled face-to-face or telephone consultations involving the CWES customer, COUNTY staff, and other WTW partners (sometimes called a three-way meeting) to explain evaluation findings and recommendations and to assist in the development of a WTW Plan.

H.7 Provide annual training for COUNTY staff and CWES partners.

H.8 Provide services to CWES customers who have a documented learning disability in reading or calculations or have a head injury which resulted in loss of memory, organizational ability, and/or basic skills. This service shall be conducted at a minimum once per week and provides individual and group participation to address the disability which prevents success in WTW participation.

H.8.1 Services include individualized programming for each customer and retesting in memory and academic skill development after thirty (30) sessions to document progress. Services are provided by a clinical specialist.

H.9 Participate in Multidisciplinary Team meetings to assist customers in the CalWORKs Family Stabilization program as needed.

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H.10 Maintain ongoing and accurate service and data reports (**EXHIBITS G-1, G-2, and G-3**), and submit this reporting to the County Contract Manager, as outlined in **SECTION L: Reporting Instructions & Submission**.

H.11 Ensure all LD Evaluation Reports, Worksite/School Accommodation Reports, and CW 61 forms issued regarding CWES customers are signed by a licensed clinician recognized by State regulations.

H.12 Provide an invoice and monthly service detailed report data as displayed in **EXHIBITS D-1, D-2, D-3** and **EXHIBITS G-1, G-2, and G-3** by the 10th of each month for the prior service/report month to 10th of each month to 501-CWES-Contract@countyofmonterey.gov.

H.13 Conduct LD Evaluation interviews within seven (7) days of referral.

H.14 Complete and submit LD Evaluation Reports and/or Worksite/School Accommodation Reports within thirty (30) days of referral.

H.15 Provide training to Employment Services staff, as needed.

H.16 Participate in the annual ACES Open House event.

H.17 Participate in Family Stabilization Multidisciplinary Team Meetings, as needed.

H.18 Provide LD Tutoring/direct instruction to CWES customers.

H.19 Provide a minimum of two in-person presentations per month on topics related to Learning Disabilities to customers in the Job Search Workshop (JSW). Topics can include, but are not limited to, the following: Identification of Learning Disabilities, Empowering Individuals with Neurodiverse Needs, IEP vs 504 plans, Preparing for Post-Secondary Education and Vocational Opportunities, and Assistive and Adaptative Technology in the Classroom and the Workplace.

H.20 Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the CWES contract manager.

- H.20.1 Identification and response shall be captured in written communication.
- H.20.2 Corrective actions shall be agreed upon by both parties.
- H.20.3 Corrective actions shall be implemented as soon as deemed possible by both parties.
- H.20.4 Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement.

H.21 Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Conduct Learning Disability screenings using the state-approved Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Needs [initial Appraisal activity] or the WTW 18, Learning Needs Screening Tool [post Appraisal].

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I.2 Review with CWES customers whether they have previously been determined to have a Learning Disability; for example, by a school district or the Department of Vocational Rehabilitation.

I.3 Interview CWES customers with Limited English Proficiency (LEP) to determine the need for a Learning Disability evaluation.

I.4 Refer CWES customers who have indicators of a potential Learning Disability and want an evaluation to CONTRACTOR by creating a 'Need' in CalSAWS and completing and sending the **CSF 136 Referral Form (EXHIBIT F)** via secure email.

I.5 Respond promptly to calls from the CONTRACTOR and provide additional information requested by the CONTRACTOR when there is a Release of Confidential Information (ABCDM 228) form signed by the customer that permits sharing of such information.

I.6 Forward Authorization to Release Medical Information (CW 61) forms signed by a customer to CONTRACTOR for determination of whether the customer should be exempt from WTW participation or has restrictions on their participation.

I.7 Receive and review Learning Disability Evaluations and Accommodations Reports, including the CO 205 form from the CONTRACTOR.

I.8 Work with CWES customers, WTW service providers, and employers to implement the reasonable accommodations recommended in Learning Disability Evaluations.

I.9 Provide supportive services, when needed, to implement learning disability accommodations (as allowed by law, regulation, and policy).

I.10 Use information from Learning Disability Evaluations in helping customers determine career goals to use in the development of WTW Plans.

I.11 Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. REPORTING INSTRUCTIONS & SUBMISSION:

K.1 The CONTRACTOR shall:

K.1.1 Maintain an ongoing and accurate service provider's **LD Evaluation Monthly Detailed Service Report** (**EXHIBIT G-1**) that includes (in this order) CalSAWS CIN Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Referral Received Date, Referral Reason, Date

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of 1st Appointment, Attendance for 1st Appointment, LD Report Date, Service Amount, Status, Service Outcome, and Exit Survey Completion.

K.1.1.a Provide a current electronic copy of the service provider's **LD Evaluation Monthly Detailed Service Report (EXHIBIT G-1)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **LD Evaluation Monthly Detailed Service Report (EXHIBIT G-1)** via secure email within two (2) days of receiving a request from CWES.

K.1.2 Complete a **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** which includes (in this order) CalSAWS CIN Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Date of Referral (CSF 136), Tutoring Service Dates and Hours, Tutoring Service End Date, and Service Outcome/Progress Notes.

K.1.2.a Update the status fields of the **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** at least once every thirty (30) days for all customers.

K.1.2.b Provide a current electronic copy of the service provider's **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** via secure email within two (2) days of receiving a request from CWES.

K.1.3 Complete a **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** which includes (in this order) Lab Date, Tutor Name, Referral Date, Number of Service Hours, Number of Customers Served, and Notes.

K.1.3.a Provide a current electronic copy of the service provider's **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** via secure email within two (2) days of receiving a request from CWES.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **EXHIBIT B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is ***six hundred sixty thousand dollars ($660,000.00)*** over the course of the contract term.

L.2.1 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of **EXHIBIT D, Invoice**.

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L.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***six hundred sixty thousand dollars ($660,000.00)*****,** per **EXHIBITS C-1, C-2, and C-3, Budgets,** for the period of July 1, 2026, through June 30, 2029.

L.3.1 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2026 – June 30, 2027, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.3.2 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2027 – June 30, 2028, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.3.3 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2028 – June 30, 2029, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.4 CONTRACTOR shall submit signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **EXHIBIT D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027, July 10, 2028, and July 10, 2029*.

L.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, Exhibit D-2** and **Exhibit D-3**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3**. Only the costs listed in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dr. Joan Smith** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT C-1

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 26/27 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 27/28 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 28/29 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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EXHIBITI D-1

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2026-2027**

Invoice : LD-2627-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

EXHBITI D-2

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2027-2028**

Invoice : LD-2728-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2028-2029**

Invoice : LD-2829-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

EXHIBIT E

Monterey County Department of Social Services **CalWORKs Employment Services EAP Program**

CO 205 LD Response to Referral for LD Assessment

CWES Worker Name: CWES Worker Phone/Email	One-Stop Location: **<<Select>>**	Today's Date:
Customer Name:	Case #	Weekly WTW Hours of Participation **<<Select>>**
WTW 24 Months Remaining:	CW 48 Months Remaining:	
Date of LD Evaluation:	LD Evaluator: Dr. Joan Smith, Ph.D. (831) 484-0994	

Current WTW Activities and Employment Goal(s):

LEARNING DISABILITY EVALUATOR USE ONLY	**Start date** (first day of month)	**End date** (last day of month)
☐ **No Exemption**: Customer does not have an LD and does not need accommodations. Customer may benefit from recommended activities or services below if applicable.		
☐ **No Exemption**: Customer is able to fully participate in WTW activities with the LD accommodations as noted in the LD Report. See recommended activities below if applicable.		
☐ **No Exemption**: Customer's LD will not interfere with their current WTW Activities of (describe current activity here) with LD accommodations as noted in the LD Report. See recommended activities and services below if applicable.		
☐ **Exemption-with Voluntary WTW Participation:** Customer is not able to fully participate in WTW or LD activities but wishes and is able to participate in some WTW/Employment Activities (fewer hours than required by WTW) REQUIRES a CW 61 A and LD Report. Customer must be seeking treatment, see recommended activities below.		
☐ **Exemption:** Customer must participate in LD Treatment Services and is NOT able or required to participate in ANY WTW/Employment Activities. REQUIRES a CW 61 and LD report. Customer must be seeking treatment, see recommended activities below.		

SEE NEXT PAGE FOR TREATMENT AND/OR WTW PLAN ACTIVITIES

Note: Exemptions can be authorized *for **1, 2 or 3 months*** at a time; however, they are always given in monthly increments. Customer must be participating in all activities or the exemption will be revoked.

Comments:

Date of next review: _____

THREE WAY MEETINGS

A Three-Way Meeting between the LD Evaluator, CWES Case Manager and Customer may be held to develop an activity plan that supports the customer's efforts toward their health, safety and employment goals. The structure of the meeting is as follows:

i. Review the number of months remaining on the customer's time clock.
ii. Review the barriers that prevent the customer from obtaining self sufficiency.
iii. Determine the appropriate assessment response.
iv. Assign activities to assist the customer in reaching their treatment and employment goals.

EXHIBIT E

Prioritize	Activity/ Provider	Specific Directions from Dr. Smith	Hours per week	Start date (first day of month)	End date (last day of month)
☐	Accommodations for WOWI assessment				
☐	Obtain vision evaluation and assistance in obtaining glasses if needed	Medical Provider TBD by Customer			
☐	Obtain hearing evaluation and assistance.	Medical Provider TBD by Customer			
☐	Obtain medical assistance for ADD/HD.	Medical Provider TBD by Customer			
☐	Obtain medical services Neurological Referral	Medical Provider TBD by Customer			
☐	Obtain mental health services for counseling support.	Behavioral Health			
☐	Obtain San Andreas Regional Center for evaluation of developmental disability.	Request release-of-information to obtain school records			
☐	Obtain Department of Vocational Rehabilitation for job training and job development assessment and counseling.				
☐	Obtain Pride on-job training and supervised employment.				
☐	Obtain registration in MPC Support Services Program				
☐	Referral for permanent disability SSI. Customer IQ score is 59 or lower **OR** between IQ is between 60-70 AND customer has additional evidence of another condition that prevents him/her from working.				
☐					

Select all that apply

These activities were reviewed with:

☐ CWES Case Manager Date:
☐ Customer Date:
☐ Other: Date:

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EXHIBIT F

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

COUNTY OF MONTEREY

Date: 07/01/2026
Case Name: SAMPLE Q. CUSTOMER
Case Number: 0123456
Worker Name: Casie Manager
Worker ID: 27ES029999
Worker Phone Number: (831) 755-9999

Service Referral

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

SAMPLE Q. CUSTOMER
456 E MAIN ST
SALINAS, CA 93901-4554

Customer Name: SAMPLE Q. CUSTOMER
Need Category: LD Accommodations
Need Type: Limited Disability - Accommodations
Need Description: LD Referral for Customer

Provider and address:
Learning Time, Inc.
730 LA GUARDIA ST
SALINAS, CA 93905-3354

Children	Age
Minime Customer	4

Comments:

1. Custome's CIN #: 79570153F 2. Learning Needs Screening Score: 5
3. Home/Cell Phone: 831-555-4466 Customer's email: totallyfakeemail@noplace.org
4. Customer's DOB: 10/31/1991 Customer's Gender: Female Customer's Language: English
5. Weekly WTW Participation Hours: 22 6. Long Term Employment Goal: office job
7. Academic Achievement Coaching Need: Tutoring Describe: does not have GED/HSD, enrolled at Salinas Adult School
8. Comments: Customer is bilingual Spanish/English

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Evaluation Monthly Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Referral Reason	Date of 1st Appt	Attended 1st Appt (Yes/No)	LD Report Date	Service Amount	Monthly Status	Service Outcome	Exit Survey Completed (Yes/No/NA)
12345678Z	*123456*	*Sample*	*Customer*	*7/1/2026*	*LD Evaluation - English*	*7/7/2026*	*Yes*	*########*	*$ 1,080.00*	*Active*	*Diagnosed with Learning Disability - Initiate Treatement Plan*	

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Tutoring Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Service Dates/Hours	Service End Date	Service Outcome
12345678Z	*123456*	*Sample*	*Customer*	*7/1/2026*	*7/6 - 1.5hr; 7/8 - 1 hr*		*Making Satisfactory progress; requires 30 more credits to graduate with HSD*

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Tutoring Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Service Dates/Hours	Service End Date	Service Outcome

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDE0D83C

MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Lab Tutoring Data Report

Lab Date	Tutor Name	Referral Date	Number of Service Hours	Number of Customers Served	Special Notes
8/10/2026	*Anne ExcellentTutor*	*7/1/2026*	*3.00*	*4*	*Class had 4 students; 2 HSE, 1 PennFoster, 1 college*

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Learning Time Inc.

DocuSigned by:

By: Dr. Joan Smith
85B8255416B54B9...

Title: Director

Date: 5/19/2026 | 7:12 PM EDT

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Dr. Joan Smith
95B8255416B54B9...
Signature

Director
Title

Learning Time Inc.
Agency/Organization

5/19/2026 | 7:12 PM EDT
Date

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

a) A separate schedule listing programs and funding, see recommended format, Exhibit H-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Dr. Joan Smith
85B6255416B54B9...
(signature of authorized representative)

5/19/2026 | 7:12 PM EDT
(date)

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

LEARNING TIME INC
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

Introduced: 5/27/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Goodwill Central Coast for Expanded Subsidized Employment training, supervision, intensive case management, and job performance evaluations for CalWORKs Welfare-to-Work customers for the period of July 1, 2026 through June 30, 2027, in the amount of $1,750,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($175,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,925,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Goodwill Central Coast for Expanded Subsidized Employment training, supervision, intensive case management, and job performance evaluations for CalWORKs Welfare-to-Work customers for the period of July 1, 2026 through June 30, 2027, in the amount of $1,750,000; and
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SUMMARY:

The Department is looking to continue the provision of Expanded Subsidized Employment (ESE) services for another year. As the ESE provider, Goodwill Central Coast will act as the provider for ESE services, which includes assessment of employment skills and needs; job readiness and retention training; immediate employment at Goodwill stores or other off-site businesses throughout the county; intensive case management to assure success on the job; the payment of wages to participants; and placement of participants in unsubsidized employment.

DISCUSSION:

ESE services are targeted at the hardest-to-employ CalWORKs Welfare-to-Work customers. These customers have minimal or no work experience and/or must establish appropriate work behaviors before entering unsubsidized employment or the existing ‘work-ready’ subsidized employment

opportunities. CalWORKs customers are eligible to participate in the ESE program for four to six months to obtain skills and experience in an employment field and improve their marketability to obtain and maintain unsubsidized employment.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with the CalWORKs Expanded Subsidized Employment allocation. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-2027 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life and Diverse and Thriving Economy Goals adopted by the Board of Supervisors by providing employment training, skill building, tools, and services designed to help CalWORKs and Employment Services customers be ready for and obtain employment and move towards self-sufficiency.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X__Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: David Rosen, Management Analyst III, x2115

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/27/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X__Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: David Rosen, Management Analyst III, x2115

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

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Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

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:

Goodwill Central Coast,

(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:

expanded subsidized employment services to CalWORKs eligible customers.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,750,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Adrian Licea
Name
Director of Mission Services
Title
1325 N. Main St., Salinas, CA 93905
Address
(831) 204-2209
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/21/2026 | 4:44 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/26/2026 | 9:57 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Goodwill Central Coast
Contractor/Business Name*
By: Signed by: C3FB29E858E0D409...
(Signature of Chair, President, or Vice-President)
Christine Westbrook, President & CEO
Name and Title
Date: 5/15/2026 | 1:45 PM PDT
By: Signed by: Abbie Aribas 0CB413907D3746B...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Abbie Aribas
Name and Title
Date: 5/18/2026 | 1:52 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Goodwill Central Coast

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	Friday Weekly Report
Exhibit F	Worksite Agreement
Exhibit G	Case Closure Summary
Exhibit H	Weekly Job Coordination Report
Exhibit I	Monthly Progress Report Form
Exhibit J	Service Referral Form
Exhibit K	JSE-ESE Progress Report
Exhibit L	HIPAA Certification
Exhibit M	Lobbying Certification
Exhibit N	Audit & Recovery of Overpayments
Exhibit N-1	Schedule of County Programs

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SCOPE OF WORK/PAYMENT PROVISIONS

Goodwill Central Coast, a California Non-Profit Corporation

A. **TOTAL FUNDING:** **$1,750,000.00** ESE Allocation

B. **CONTRACT TERM:** July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Manager:
County of Monterey Department of Social Services
David Rosen, Management Analyst III
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 784-2115
rosend@countyofmonterey.gov
501-CWES-Contracts@countyofmonterey.gov

County Fiscal Contact:
County of Monterey Department of Social Services
Edelia Russo, Accountant II
1000 South Main Street, Suite 306, Salinas, CA 93901
Phone: (831) 755-4433
Russoe1@countyofmonterey.gov

Contractor Contract Manager
Goodwill Central Coast
Adrian Licea
Director of Mission Services
Goodwill Central Coast
1325 N Main Street
Salinas, CA 93906
(831) 204-2209
alicea@ccgoodwill.org

Contractor Fiscal Contact
Gloria Baltazar
Grants Accountant
Goodwill Central Coast
1566 Moffett Street
Salinas, CA 93905
(831) 423-8611 Ext 8207
gbaltazar@ccgoodwill.org

Locations of Service:
1566 Moffett Street
Salinas, CA 93905

1325 N Main Street
Salinas, CA 93906

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D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: KKR3W9SAMMX3
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.558 (dollar amount variable)
Federal Award Description: Temporary Assistance for Needy Families (TANF)
Research and Development: No
Indirect Cost Rate: N/A

E. PURPOSE

The purpose of this agreement is to provide administrative and wage subsidy funding to CONTRACTOR (Goodwill Central Coast) to provide an Expanded Subsidized Employment (ESE) training program and unsubsidized job coordination for CalWORKs Employment Services (CWES) customers referred to ESE by County of Monterey Department of Social Services (MCDSS) CWES staff.

F. PROGRAM DESIGN

Goodwill Central Coast (GCC) will provide expanded subsidized employment, training, supervision, intensive case management, job performance evaluations, and unsubsidized job coordination for 300 eligible CWES Welfare-To-Work customers for each fiscal/contract year. ESE will be offered at Goodwill stores throughout the county, developed non-profit and private sector sites, and County of Monterey departmental sites.
GCC Employment Specialists assist 'work-ready' customers with transitioning to unsubsidized employment with no lapse in that employment. The unsubsidized employment placement may start with an ESE Training placement.

a. Work-ready is determined by the GCC Employment Specialist's assessment of the customer based upon interviews as well as GCC ESE Training and Development Associate and non-GCC ESE Site Supervisor's input into each customer's ESE Monthly Evaluations and Weekly Progress Report **(EXHIBIT I)**.

1. Target Population is all eligible CWES customers.
2. The targeted number of customers: 300 customers for each contract year.
3. Performance Goals:
    a. 95% of referred customers are scheduled for an orientation within three (3) business days from the referral date.
    b. 100% of customers who attend and complete orientation leave with an assigned worksite.
    c. 55% of customers who participate in the program meet their minimum participation hours requirement each month.
    d. 95% of customers who successfully complete the program obtain and/or improve on five (5) transferable skills.
    e. 40% of customers who complete the program obtain full-time, unsubsidized employment, which assists customers in moving towards self-sufficiency and off cash aid.
4. Subsidized Wages:

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a. Each Goodwill ESE customer shall receive at least the California State minimum wage per hour while in subsidized employment and attending any Goodwill training or workshops such as Digital Literacy.

b. Customers who do not meet their minimum required Work Participation Rate (WPR) hours each month may be dropped from the program. Some site locations may require more hours than the customer's WPR hours. In order to participate in ESE at those sites, the customers must agree to work the number of hours required by the site. *For example, a customer is only required to work thirty-five (35) WPR hours, but the site requires forty (40) hours per week.*

5. Duration of Subsidized Employment Positions:

   a. Subsidized payments are authorized initially for four (4) months.

   b. Customers are dismissed from ESE by the Site Supervisor for unsatisfactory performance.

   c. Site Supervisors are required to notify GCC and the COUNTY Contract Manager of any terminations.

   d. When the customer approaches the three (3) month mark of employment, the Employment Specialist and CWES Case Manager confer to determine if an extension is appropriate.

6. Extensions of Subsidized Employment Positions:

   a. GCC must obtain written authorization *in advance* from the COUNTY Contract Manager to extend a placement.

   b. Extensions may be granted if funding is available and additional time will increase the likelihood of either of the following:

      i. The participant obtaining unsubsidized employment with the participating employer.

      ii. The participant obtaining skills and experiences relevant to unsubsidized employment in an employment field.

7. ESE positions are exempt from unemployment insurance per section 634.5 of the Unemployment Insurance Code.

8. GCC will provide Worker's Compensation for ESE customers.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

1. Administration CONTRACTOR shall:

   a. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
   b. Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
   c. Submit monthly reimbursement claims to the COUNTY, no later than the 10th of the month following the invoice month, by completing the monthly invoice

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(**EXHIBIT D)** and emailing it to the COUNTY Contracts Manager at 501-CWES-Contracts@countyofmonterey.gov**.**

d. Schedule and attend regular bi-monthly meetings during the term of this Agreement with essential GCC, and CWES staff to review the status of the program, including the number and progress of serviced customers, challenges and opportunities for improvement, and remaining services to be rendered. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.

e. Provide services and supplies and participate in an annual open house convened by CWES that includes all CWES contractors.

f. Participate/facilitate a Service in the Spotlight training yearly.

g. Respond to program improvement requests as well as deficiencies in meeting the service requirements in this Agreement within two (2) business days of the request and/or deficiency being identified through contract monitoring or reported by the COUNTY Contract Manager. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this Agreement.

h. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

2. Tracking and Reporting

CONTRACTOR shall:

a. Respond to COUNTY customer ESE referrals by the next business day. The response shall be provided electronically using secure electronic mail. The response shall indicate the date the customer is scheduled to attend ESE orientation.

b. Enter the customer information, including: Case Number, Last Name, First Name, Assigned Location, Referral Date, Start Date, End Date, Program Status, Employer, and Hours Worked with New Employer into the service provider's Friday Report (**EXHIBIT E**).

c. Provide the Friday Report (**EXHIBIT E**) to the COUNTY Contract Manager on a weekly basis, and within two (2) days of receiving a request, by emailing it to the CWES Contract Manager and 501-CWES-Contracts@countyofmonterey.gov.

d. Provide a current electronic copy of the monthly hours completed and monthly wages paid to the COUNTY Contract Manager monthly with regular invoicing using secure email at 501-CWES-Contracts@countyofmonterey.gov and the assigned management analyst.

e. Gather efficacy data by regularly conducting surveys with ESE customers regarding their experiences with the ESE program. Electronic copies of the summaries of all survey responses and aggregate scoring will be provided to the COUNTY Contract Manager monthly using secure email at 501-CWES-Contracts@countyofmonterey.gov and the Contract Manager's County email address.

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3. Orientation

   CONTRACTOR shall:

   a. Provide client orientations every Tuesday and Thursday

   b. Schedule newly referred regular ESE customers, and, at times when mutually agreed upon, Job Search Workshop (JSW) customers to attend an eight (8) hour ESE orientation on the first available Tuesday and Thursday of every week.

   c. Develop, maintain, and provide an ESE participant handbook to each referred customer at the ESE orientation.

   d. Ensure that each orientation includes, but is not limited to: instruction for completion of the monthly evaluations, review of the worksite agreement, delivery and discussion of the ESE participant handbook, instructions for completing the employee time card, ESE participant expectations and code of conduct, grievance reporting procedures, formal worksite safety training, an explanation about the subsidized employment process, available employment site locations, information about how sites are assigned, information about the ESE time period and when paid job search and coordination services will be provided, as well as answers to any questions ESE customers may have about the ESE program.

   e. Allow CWES Partners to provide presentations during orientation that inform customers of additional services they may be eligible to receive.

   f. Offer customers a Digital Literacy workshop with additional weekly tutoring. This workshop covers key applications including word processing, spreadsheets, and presentation applications, as well as skills for living in an Internet or networked environment and a foundational understanding of computing.

4. Placement

   CONTRACTOR shall:

   a. Start referred customers in a subsidized and supported work environment the next working day following the completed orientation. The work placement shall meet the number of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The work placement shall be able to last for a period of four (4) months. The subsidized employment positions shall consist of no less than four (4) consecutive paid work weeks in a supported work environment aimed at developing basic job skills and eight (8) additional paid work weeks focused on both the continued development of job skills and job search activities. If a customer does not acquire an unsubsidized employment position, or a Subsidized Employment position where there is a promise to hire during the first twelve (12) weeks of participation, then CONTRACTOR may request extensions that the COUNTY Contract Manager may approve before the end of the fourth (4^{th}) month.

   b. Place customers who have been referred to non-GCC ESE in a subsidized and supported work environment by the agreed-upon hiring date following the orientation. The work placement shall meet the number of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The subsidized employment position shall consist of four (4) months of paid work weeks including paid job search activities offered at least once

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per week. If a customer does not acquire an unsubsidized employment position, the CONTRACTOR may request extensions that may be approved by the COUNTY Contract Manager.

c. Complete the ESE Worksite Agreement (**EXHIBIT F**) for each customer placed in an ESE position prior to the customer starting in the position. Provide an electronic copy of each customer's signed ESE Worksite Agreement using secure electronic mail to the non-GCC ESE Site Supervisor, and the CWES Case Manager (CCM).

d. Record and report each customer's ESE hours in the Friday Report (**EXHIBIT E**) each Friday via email to the CWES Contract Manager and 501-CWES-Contracts@countyofmonterey.gov .

e. Serve as each referred customer's employer of record and provide all payroll services. This includes providing worker's compensation insurance for all GCC ESE and non-GCC ESE customers. This also includes the collection of timesheets, verification of hours worked, processing and issuance of wages bi-weekly, reporting of all wages to the COUNTY Contract Manager, and serving as a reference for future employment opportunities.

f. Pay at least the state minimum wage for each customer placed in an ESE-supported work position.

g. Complete an ESE Case Closure Summary (**EXHIBIT G)** on all ESE customers including those who do not successfully complete either the orientation process or do not attend their scheduled work placement site. Immediately inform the designated Office Assistant (OA) and the COUNTY Contract Manager using secure electronic mail whenever services have been closed for an ESE customer.

h. Create different levels of ESE that support the differing skill levels of the customer as they move through the program:

i. Level One: Customers who have entry-level or below skills and need to gain basic skills such as showing up to work daily on time, and customer service skills. Examples of jobs include working in a Goodwill store on the floor.

ii. Level Two: Customers who have more than entry-level skills or have obtained entry-level skills through their time in a Goodwill store. These customers should be moved to another worksite to continue their skill-building. Examples of jobs include:

1. working in e-commerce, the warehouse, human resources, or finance at Goodwill Headquarters,

2. A higher-level non-Goodwill site that is above a basic skills gain.

5. Site Development

CONTRACTOR shall:

a. Provide a minimum of sixty (60) GCC ESE positions to support the placement of up to twenty (20) new/additional individuals per month. This includes the development of sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, San Ardo, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.

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b. Develop a process for establishing subsidized employment reimbursement agreements with private employers. Agreements shall clearly delineate the length of time and reimbursement amount allocated to each subsidized employment position as well as detail CONTRACTOR and private employer responsibilities throughout the agreement. Subsidized employment agreements with private employers shall result in each customer obtaining unsubsidized employment with the private employer, or because of the subsidized employment, upon completion.

c. Develop GCC ESE-supported worksites and positions to support customers who are monolingual in a language other than English, or who have limited English proficiency.

d. Develop and maintain sufficient ESE worksites to ensure each referred customer is placed the next workday following the orientation. Ensure that new GCC ESE worksite locations and/or positions are added as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

e. Develop non-GCC ESE worksites as identified by the COUNTY Contract Manager. Coordinate with the prospective non-GCC ESE Site Supervisor to conduct a site visit. Tour each newly developed non-GCC ESE site. Provide the new non-GCC ESE Site Supervisors with ESE program information and answer Site Supervisor questions. Report to the COUNTY Contract Manager when a newly identified non-GCC ESE site is developed, and the Site Supervisor is ready to begin interviewing prospective ESE customers for placement. Serve as the liaison to GCC ESE Training and Development Associates for each GCC ESE worksite developed. Areas of training that CONTRACTOR is responsible for include, but is not limited to:

    i. Orienting the customer on the ESE program, including the completion of the worksite agreement,

    ii. timesheet submission,

    iii. how to correctly fill out and submit the CWES 123 form,

    iv. the weekly and monthly completion of the customer evaluation, and

    v. the requirement to report timely periods of missed work.

f. Respond to GCC ESE Training and Development Associate inquiries within forty-eight (48) hours.

g. Serve as the liaison to non-GCC ESE Site Supervisors for each non-GCC ESE worksite developed. This includes, but is not limited to, providing each non-GCC ESE Site Supervisor with training on the ESE program regarding completion of the worksite agreement, timecard submission, the monthly completion of the customer evaluation, and the requirement to report timely periods of missed work. Respond to non-GCC ESE Site Supervisor inquiries within forty-eight (48) hours.

h. Ensure regular assessment, hands-on training, skill development, and supervision are provided at each ESE job site. Develop work site positions that allow ESE customers making satisfactory progress to have upward mobility throughout their placement. This requires a "tiered" structure to work site positions. Ensure work site positions allow for increasing responsibility, access to new skill development, decreased supervision as appropriate, and increased pay as appropriate. Higher-tiered work site positions may be at the original work site or at alternative ESE work

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sites.

6. Certifications

   CONTRACTOR Shall:

   Provide, or arrange, program training that results in ESE customers obtaining skill-gains and/or obtaining certifications of completion related to in-demand career fields. Skills Gain and Certifications may include, but are not limited to:

   - Forklift driving
   - E-commerce marketing
   - Customer service
   - Warehouse & distribution operations
   - Digital Literacy
   - Retail Training Academy
   - Job Readiness Workshops

7. Program Staff

   CONTRACTOR shall:

   a. Provide a Director of Mission Services (0.5 FTE)

      i. Provide one (1) Director who will oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met. In addition, the Director is tasked with producing required monthly outcomes reports that show enrollments, job placements, and coordinates with the Grants Accountant to provide supporting documentation and expenditure reports needed to prepare the monthly invoice.

      ii. Provide programmatic oversight and monitoring of the ESE program through established processes and in compliance with federal regulations.

      iii. Oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met.

      iv. Work closely with all program staff to provide proper training and ensure established workflows are followed closely.

      v. Work to develop and enhance the skill sets of all program staff to add to their repertoire of tools they can use when providing service to ESE participants.

   b. Provide a Program Manager (0.6 FTE)

      i. Provide one (1) 0.6 FTE ESE Program Manager to ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

      ii. The ESE Program Manager shall communicate directly with the COUNTY Contract Manager regarding:

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1. The need for additional or holding referrals.
2. The scheduling of orientations, including ad-hoc orientations.
3. A day-to-day operational change that would significantly impact ESE program.

iii. The ESE Program Manager shall assist the Director in developing key aspects of the program such as:

1. work site development,
2. employer partnership, and
3. skill-building programs,

iv. The ESE Program Manager shall be qualified to carry out the role and responsibility of key roles or be able to draw on qualified staff to provide program support to ensure that business operations run smoothly without a loss of service.

c. Provide Training and Development Associates (3 @ 1.0 FTE each)

i. Provide at least one (1) GCC ESE Training and Development Associate for each GCC ESE worksite, not to exceed three (3) FTE's. Provide additional Training and Development Associates as needed to ensure all referred GCC ESE customers are placed in a supported worksite in the time periods detailed in this Agreement.

ii. Training and Development Associates shall ensure that the ESE Monthly Evaluations and Weekly Progress Report (**EXHIBIT I**) is completed for each customer and provided to the Employment Services Specialists timely. Training and Development Associates shall provide basic job skills training and support to each GCC ESE customer to whom they are assigned. Training and Development Associates shall work with each GCC ESE customer to identify barriers to employment. Training and Development Associates report the barriers to the Employment Services Specialist, who then report the barriers to the CCM using secure electronic mail.

d. Provide a Business Services Specialist (1.0 FTE)

i. Coordinate and expand Goodwill's network of employer partners and support workforce employees as they prepare to enter unsubsidized, regular employment through business development and providing individualized guidance to workforce employees in developing career pathways.

ii. Business & Partnership Development

1. Identify, research, and engage with local businesses throughout the county to establish employment partnerships for both subsidized and unsubsidized job placements.
2. Build and maintain business relationships with employers and create ongoing job opportunities for workforce employees.

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3. Expand offsite subsidized placement offerings in a variety of industries to diversify available career paths/training opportunities for workforce employees.
4. Highlight and present program offerings to potential employer partners to communicate the value of collaboration with Goodwill.
5. Track business partnership activity, hiring outcomes, and employer/workforce employee's feedback and incorporate for continuous improvement.
6. Host/attend job fairs in the community.

iii. Workforce Employee Support

1. Providing individualized career planning, resume development and interview preparation techniques, including coaching in workplace expectations and other related career readiness skills.
2. Assist workforce employees with individualized job search related activities.
3. Be a liaison between employee and employer.
4. Connect workforce employees with employer partners and advocate for their placement.
5. Work closely with Mission Services staff to understand workforce employees' needs and employer expectations.
6. Contribute and provide workshops, attend hiring events and participate in networking activities.
7. Utilize feedback from workforce employees and employers to help shape program offerings and training focus.

e. Provide a Lead Employment Specialist (ES) (1 @ 1.0 FTE)

i. Provide one (1) full-time Lead Employment Services Specialist to ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

ii. The Lead Employment Services Specialist shall communicate directly with the COUNTY Contract Manager regarding:

1. The need for additional or holding referrals.
2. The scheduling of orientations, including ad-hoc orientations.
3. A day-to-day operational change that would significantly impact the ESE program.

iii. The Lead Employment Services Specialist shall assist the Director in developing key aspects of the program, such as:

1. Work site development
2. Employer partnership,
3. Skill-building programs,

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iv. The Lead Employment Services Specialist shall be qualified to carry out the role and responsibility of key roles or be able to draw on qualified staff to provide program support to ensure that business operations run smoothly without a loss of service.

f. Provide two (2) Employment Services Specialists (ESS) (2 @ 1.0 FTE)

i. Provide two (2) full-time Employment Services Specialists to deliver the intensive case management services detailed in this Agreement.

ii. Ensure each referred GCC ESE customer is placed in a supported worksite and position appropriate for an unskilled worker by the next workday following the completion of the orientation.

iii. Ensure each placed GCC ESE customer meets their assigned work hours weekly and monthly.

iv. Ensure that the prior day's timecards are sent using secure electronic mail to the designated OA and the ESE Contract Manager.

v. Ensure weekly contact with each placed GCC ESE customer during the first four (4) weeks of placement.

vi. Ensure monthly, in-person contact with each placed GCC and non-GCC ESE customer.

vii. Ensure each customer contact is used to determine the customer's needs, satisfaction with their placement, and progress toward the skills needed to secure future subsidized/unsubsidized employment.

viii. Ensure that the ESE Monthly Evaluations and Weekly Progress Reports (**EXHIBIT I**) are completed by the Training and Development Associates for each GCC ESE customer during the first four (4) weeks of participation.

ix. Ensure that the ESE Monthly Evaluations and Weekly Progress Reports (**EXHIBIT I**) are completed by the Training and Development Associates and Site Supervisors for GCC and non-GCC ESE customers.

x. Ensure that an electronic copy of each weekly progress report and monthly evaluation is sent using secure electronic mail to the COUNTY Contract Manager and the designated OA for each placed customer.

xi. Visit each GCC and non-GCC ESE worksite a minimum of one (1) time per quarter to meet with both customers and Training and Development Associates/Site Supervisors to discuss any site concerns regarding evaluations, training, safety, and progress.

xii. Ensure that each GCC ESE worksite placement allows for each customer to work every available workday during each calendar month that the customer is participating in the ESE program.

xiii. Ensure each customer's timecard is completed as required and that each customer is paid during regular payment schedules.

xiv. Ensure that ESE customers working at GCC worksites will have time off benefits administered consistent with GCC policy for all other employees. ESE customers working at non-GCC worksites will receive holiday pay

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when their worksite is closed due to a holiday.

xv. Ensure that additional workdays (Saturdays and Sundays) are available to each GCC ESE customer each week to make up hours that may be missed due to both excused and unexcused absences.

xvi. Ensure that GCC ESE customers with limited means of transportation are provided priority for placement close to their residence, and/or a suitable alternative worksite is available.

xvii. Immediately report to the customer's CCM within one (1) business day, if the GCC ESE customer misses a scheduled day of work. This report shall be made using secure electronic mail.

xviii. Make daily attempts to contact GCC ESE customers that are absent from their worksite. Daily contact attempts shall be made until the customer responds or the CCM determines that GCC ESE services should be closed for the customer.

xix. Provide support to ESE customers and Training and Development Associates/Site Supervisors to address and report unsatisfactory performance as a component of regular monthly reporting**.**

xx. Coordinate with each ESE customer's CCM to incorporate ESE participation as an activity and component of the customer's WTW plan to meet WPR.

xxi. Participate in group meetings as requested which may include either combination of the ESE customer, CONTRACTOR, CCM, and Training and Development Associates/Site Supervisor.

xxii. Provide bilingual (English-Spanish) case management services either directly or by a translator.

xxiii. Identify the employment barriers of each ESE customer and make recommendations to the customer's CCM on how to remove the barriers.

xxiv. Contact the site of each new ESE placement the day following the 1st day of a customer's start date to ensure the customer attended as required. If the customer did not attend, report the absence to the CCM immediately using secure electronic mail.

xxv. Make three (3) attempts throughout the next workday to contact each ESE customer who did not attend their first scheduled workday at the ESE worksite as scheduled. Determine the reason for the customer's absence. Report the reason to the customer's CCM immediately using secure electronic mail. Ensure the customer's CCM is informed that attempts to contact the customer have been unsuccessful.

xxvi. Close ESE services when directed by the CCM or COUNTY Contract Manager. Record the service closure on the ESE Case Closure Summary (**EXHIBIT G**) and complete all the fields, including the ESE scheduled and actual end dates, program exit status, and employment status if applicable.

xxvii. Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.

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xxviii. Report to the customer's CCM using secure electronic mail whenever a referred customer misses a scheduled appointment, or the customer's services are required to be interrupted and/or discontinued.

xxix. Contact the COUNTY Contract Manager if the active GCC ESE placement caseload reaches maximum capacity. Coordinate with the COUNTY Contract Manager on actions to take to support excessive caseload management and placement.

xxx. The Employment Services Specialists shall assist customers with their transition into OJT/SE and ultimately unsubsidized positions relevant to the customer's employment goal as soon as the customer is determined to be "work-ready" with no lapse in employment. The determination of "work-ready" is made by the Employment Services Specialist assessment of each customer based upon interviews and GCC ESE Training and Development Associates or non-GCC ESE Site Supervisor input as well as the customer's weekly/monthly ESE progress report.

xxxi. Each Employment Services Specialist shall provide a Weekly Job Coordination Report (**EXHIBIT H**) detailing the weekly progress that each GCC and non-GCC ESE customer has made toward obtaining future subsidized or unsubsidized employment. The Weekly Job Coordination Report shall also identify each customer that has been placed in other subsidized or unsubsidized positions and provide a running total of the number of job placements as well as a running total of customers that have completed ESE. The weekly job coordination report shall also identify those ESE customers that have completed ESE and have not obtained other subsidized or unsubsidized employment.

1. Each ESE customer's completion status shall be accurately reflected on the ESE Case Closure Summary (**EXHIBIT G**). An electronic copy of the weekly job coordination report shall be sent to the designated OA and the COUNTY Contract Manager using secure electronic mail to:
    - 501-CWES-Contracts@countyofmonterey.gov.

g. Grants Accountant (0.2 FTE)

i. Monitor and analyze programmatic and fiscal performance and procedures to ensure compliance with contractual requirements, federal, state, and local regulations, as well as internal policies. Conducts internal case file/record reviews and audits to ensure contractual performance expectations are met.

ii. Ensure data entry and collection methods meet outcomes management and compliance standards. Create and aggregate reports to assist directors in monitoring and assessing program progress.

iii. Coordinate follow-up and corrective action planning for internal and external audits. Ensure external audit recommendations are executed.

h. Career Training Specialist (0.5 FTE)

i. Provide classroom style instruction in soft skills, job readiness, job retention, and digital literacy with the objective of building participants'

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skillsets and knowledge to support career advancement and/or to successfully obtain and retain competitive employment.

ii. Provide instruction in group and individual settings to build participants' digital literacy skills and knowledge in computer basics, internet fundamentals, common application software such as Microsoft Word, Excel, PowerPoint, and Outlook that will prepare them to obtain digital literacy certifications through Northstar and deliver instruction in education and training programs such as job search workshops.

iii. Facilitate workshops related to employment, such as career exploration and planning, goal setting, networking, social media, job search strategies, resume writing and interviewing, job readiness, and for a variety of life skills, such as problem solving, esteem building, customer service, and coping with life stressors, as appropriate to meet the needs of the community of participants served.

iv. Maintain an ongoing assessment of individual participant progress and encourage continued courses according to the needs of the students.

v. Support in the development/improvement of Goodwill's digital literacy and job readiness curriculums.

i. Career Training Coordinator (0.6 FTE)

i. Develop curriculum, maintain calendars/scheduling, and provide classroom-style instruction in soft skills, job readiness, job retention, and digital literacy to build participants' skillsets and knowledge to support career advancement and/or to successfully obtain and retain competitive employment.

ii. Provide instruction in group and individual settings to build participants' digital literacy skills and knowledge in computer basics, internet fundamentals, common application software such as Microsoft Word, Excel, PowerPoint, and Outlook, that will prepare them to obtain digital literacy certifications through NorthStar and deliver instruction in education and training programs such as job search workshops.

iii. Facilitate workshops related to employment, such as career exploration and planning, goal setting, networking, social media, job search strategies, resume writing and interviewing, job readiness, and for a variety of life skills, such as problem solving, esteem building, customer service, and coping with life stressors, as appropriate to meet the needs of the community of participants served.

iv. Providing administrative training and program support to all Career Training Specialists.

v. Develop, design, improve, and modify all course curricula.

vi. Assist the Mission Services Director in the management of current course offerings, project timelines, reports, and design and implementation of new courses as needed.

vii. Provide ongoing assessment of individual participant progress, create lesson plans, and adapt curriculum and lesson plans according to the needs of the students.

j. Career Center Coordinator (0.5 FTE)

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i. Orient ESE participants to services including internet access, job boards, employment and training resources, and in-demand positions in the area.

ii. Assist participants with learning effective job search skills, navigating our current labor market, preparing applications and resumes, and conducting mock interviews.

iii. Assist workforce development staff with educating employers about the various employment and training services that meet their workforce needs and inquire about potential job openings.

iv. Complete general clerical work required for job placement and outcomes tracking.

v. Job placement services will be provided weekly to each ESE customer. Which includes:

1. Resume development, restructuring, and submission.
2. Interview scheduling and follow-up.
3. Interview practice.
4. Career exploration and advice.
5. Early and consistent customer encouragement and motivation to secure unsubsidized employment as soon as possible.

vi. Assess and refer any ESE job search customer that would benefit from the network with employers and other workforce entities including, but not limited to Business and HR Associations, Local Chambers, etc., to assist with the development of on-the-job training, and subsidized and/or unsubsidized employment opportunities.

k. GCC may modify staffing to create personnel, programmatic and fiscal efficiencies within the perimeters of the budget and approval from the COUNTY Contract Manager.

l. When necessary, ensure services are provided safely in a variety of methods using virtual/online platforms.

i. Ensure services are continued and provided to CWES customers safely, including services provided by phone or virtual/online platforms (i.e., Zoom, Skype, GoToMeeting, etc.) where the technology is available.

ii. Ensure the health and safety of CONTRACTOR staff, CWES customers, and the general public, by taking preventative measures, including increased cleaning and sanitizing, ensuring CONTRACTOR staff and CWES customers follow safety measures such as social distancing (as appropriate), wearing masks (when required), and encouraging sick CONTRACTOR staff and CWES customers to stay home.

H. NON-DISPLACEMENT PROVISIONS *[WELFARE & INSTITUTIONS CODE SECTION 11324.6]*

Subsidized placement shall <u>not</u> result in any of the following:

1. Displacement or partial displacement of current employees.

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2. The filling of positions, which would otherwise be promotional opportunities for current employees.
3. The filing of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of established unfilled public agency positions unless the positions are unfunded in a public agency budget.
5. The filling of a position created by termination, layoff, or reduction in workforce.
6. A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that worksite, or funded positions are vacant or regular employees laid off.
8. The termination of a contract for services, prior to the expiration date, results in displacement full or partial of workers performing contracted services.
9. The denial to a customer or employee of protection afforded to other workers on the worksite by state and federal laws governing workplace health, safety, and representation.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this agreement, COUNTY shall:

1. Report to the State as required regarding AB 74 Expanded Subsidized Employment expenditures and participation.
2. Review monthly invoices and reports submitted by GCC and forward them to the Administrative Services Branch for payment.
3. Identify and refer up to twenty (20) CWES customers each month.
    a. Submit the following information using secure/encrypted electronic mail to CONTRACTOR:
        i. The CSF 136, Service Referral (**EXHIBIT J**) contains the following information: CWES Case Worker Name, Customer's CalSAWS Case Number, Customer's Name, Customer's working telephone number (if available), referral date, the reason for the referral, a statement about the customer's needs, required work participation hours, preferred starting worksite and start date, and any additional information deemed necessary and relevant by the CCM.
4. Communicate at a minimum within two (2) working days to:
    a. Respond to any inquiries from GCC regarding an ESE referral or placement.
    b. Share any changes in customer status or circumstances that impact ESE.
    c. Be available for bi-monthly meetings and as needed with GCC and/or customers.
5. Coordinate with CONTRACTOR on any line-item budget adjustments necessary to allow for appropriate realignment of funds within the approved budget.
6. Coordinate with CONTRACTOR thirty (30) days in advance to re-schedule orientations

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that fall on holidays or days when either the CONTRACTOR or COUNTY are unable to provide the orientations.

7. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR after each visit. Monitoring visits will include a review of each line item in this Agreement.

J. PAYMENT PROVISIONS:

J.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

J.2 Total cost of this program is ***one million seven hundred and fifty thousand dollars* ($1,750,000.00)**.

J.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

J.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***one million seven hundred and fifty thousand dollars* ($1,750,000.00),** per **Exhibits C, Budgets.**

J.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.

a. All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Adrian Licea** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Goodwill Central Coast
July 1, 2026 - June 30, 2027
BUDGET

Category	Total FY 26/27 Expense
Program Coordination	
Salaries & Benefits	
0.5 FTE Director of Mission Services	$52,434.00
0.2 FTE Grants Accountant	$24,333.00
0.6 FTE Program Manager	$49,747.00
2.0 FTE Employment Services Specialists	$120,374.00
0.6 FTE Career Training Coordinator	$41,080.00
3.0 FTE Training & Development Associates	$148,852.00
0.5 FTE Career Center Coordiantor	$30,327.00
1.0 FTE Business Services Specialist	$74,778.00
0.5 FTE Career Training Specialist	$36,808.00
1.0 FTE Lead Employment Services Specialist	$67,739.00
Total Salaries & Benefits	**$646,472.00**
Operating Costs	
Office Supplies	$2,500.00
Training & Development	$4,000.00
Small Equip/Furniture/Tools	$2,500.00
Telephone and Internet	$10,800.00
General & Property Insurance	$14,646.00
Building Repairs/Maint/Landscaping	$1,500.00
Utilities - Power & Water	$5,500.00
Trash Removal/Dump/Hauling	$1,440.00
Cost of Compensation	$18,265.91
Equipment Maintenance/Repairs	$5,400.00
Advertising & Marketing	$1,200.00
Travel/Mileage/Parking	$7,500.00
Total Operating Cost	**$75,251.91**
Direct Customer Supportive Services	
Specific Contract Support	$27,000.00
Student Supplies - Support & Instructional	$3,450.00
Total Direct Customer Supportive Services	**$30,450.00**
Total Overhead	**$112,826.09**
Total Program Coordination	**$865,000.00**
Wage Subsidy	
Participant Wages	**$750,000.00**
18% Taxes/WC	**$135,000.00**
Total Wage Subsidy	**$885,000.00**
Total Costs	**$1,750,000.00**

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Monthly Invoice
Expanded Subsidized Employment
07/01/2026 to 06/30/2027

Goodwill Central Coast
PO#
Vendor ID

Date
INV#
Cust# MCDSS

David Rosen
CalWORKS Employment Services
730 La Guardia St.
Salinas, CA 93905

501-CWES-Contracts@countyofmonterey.gov
rosend@countyofmonterey.gov

Period of Service:

CATEGORY	TOTAL CONTRACT	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Program Coordination				
Salaries / Benefits	$ 646,472.00			
Operating Costs	$ 75,251.91			
Direct Customer Supportive Services	$ 30,450.00			
Overhead	$ 112,826.09			
Total Program Coordination	$ 865,000.00			
Wage Subsidy	$ 885,000.00			
TOTAL	**$ 1,750,000.00**			

I hereby certify that this report is correct and complate to the best of my knowledge.

	ESE Program Manager	
Authorized Signature - Goodwill Central Coast	Title	Date
	Senior Accountant	
Authorized Signature - Goodwill Central Coast	Title	Date
	Management Analyst	
Authorized Signature - County of Monterey, DSS, CWES	Title	Date

Please remit to:
Goodwill Central Coast
1566 Moffett Street
Salinas, CA 93905

Client Info										ESE Placement						Required Training Completion Dates		Exit	
Count	Last Name	First Name	Date of Birth	Case #	Case Worker	Employment Specialist	Referral Date	Employee ID #	Phone Number	Start Date	Projected End Date	Store/Site	State Review	Wage	Hours	Digital Literacy	RTA	Date	Exit Status

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EXHIBIT F

ESE Worksite Agreement

SITE NAME:	**Goodwill Central Coast Case Manager**	**CWES CASE MANAGER:**
Site Address: Full Name of ESE Site Contact: Telephone: ( ) Fax( ) E-Mail Address:	Address: Full Name of ESE Case Manager: Telephone: ( ) Fax( ) E-Mail Address:	Office: Full Name of CWES Case Manager: Telephone: ( ) Fax( ) E-Mail Address:

Participant Full Name: Case Number:	Participant's Phone Number: ( )

Job Title:	**Subsidized Employment Begins**:Click here to enter a date. **Subsidized Employment Ends**:Click here to enter a date.

(1) Hours per Week: /week	2) Starting Hourly Wage Rate: $ /hr

Hours of work each day: Hours may vary						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

JOB SEARCH SCHEDULE (ATTACH IF APPLICABLE):

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ESE Worksite Agreement

ESE Site AGREES:

1. To provide the above-named participant a temporary job listed above, to provide supervision and instruction regarding duties and work activities, and to orient the participant to the business's policies, job responsibilities, procedures, safety instructions, and regulations. The orientation will also include appropriate dress, work hours and break times, and other expectations. To provide equipment necessary for injury and damage prevention.
2. The ESE participant will be working under the same standards, conditions, and benefits (except Unemployment Insurance) as similarly situated regular employees and these conditions will comply with all State and Federal regulations governing health and safety, Worker's Compensation, and labor laws.
3. To keep accurate records of the ESE participant's attendance, complete the Timecard/Progress Report (attached) at the end of each month and submit it to the ESE Rep in person, by fax to (831) 287-2351.
4. To notify the ESE Representative ASAP of any difficulties the site may be experiencing with the new hire during the agreement period (i.e., attendance, communication, or performance issues). The site will notify the ESE Rep listed above of any significant change in job position/main duties (promotion, demotion, reassignment, hours change, etc.), or before terminating the participant for any reason. The site agrees to provide the ESE Program a completed Time Card/claim within three (3) days of termination.
5. To ensure that participant work hours do not fall below the number of hours specified in this agreement.
6. To complete and distribute an Employee Progress Report monthly to the participant, Goodwill Central Coast, and CWES Case Manager
7. To allow the participant time off to complete weekly or biweekly job search activities during the placement.

GOODWILL CENTRAL COAST AGREES:

1. To visit and/or contact the ESE Site on a schedule to be mutually agreed upon for picking up time cards/progress reports, to ensure the satisfactory progress of the new employee, and/or to coordinate supportive services needed by the site or participant.
2. To provide the ESE Site Agreement, timecard, and monthly progress report to the CWES Case Manager.
3. To perform the duties outlined in the Agreement between the County of Monterey and Goodwill Central Coast.

GENERAL PROVISIONS:

1. This agreement may be terminated by either party upon ten (10) days advance written notification. The site agrees not to terminate the employee without first notifying the ESE Rep listed above. This agreement may be terminated at the discretion of the CWES if funding becomes unavailable, or if the site:
    a) Fails to meet the performance criteria specified in this agreement.
    b) If a participant is unable to continue in the program, as determined by CWES.
2. Goodwill Central Coast is a California Non-profit Corporation 501 (c) 3 and or is authorized to implement the ESE program by the County of Monterey.
3. No person shall be denied training or employment; excluded from benefits, or discriminated against because of race, color, religion, sex, national origin, age, handicap, physical or mental disability, medical condition, marital status, sexual orientation, or political affiliation or belief.
4. A ESE position may not be created as the result of, and may not result in, any of the following: displacement of current employees, including overtime currently worked by these employees; the filling of positions that would otherwise be promotional opportunities for current employees; the filling of a position, prior to compliance with applicable personnel procedures or provisions; the filling of a position created by a layoff, or a reduction in workforce; the filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs; a strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees. Activities under this agreement shall not violate any provisions limiting sectarian or political activities.

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ESE Worksite Agreement

SIGNATURES

The undersigned approves this agreement. This agreement will not take effect and no person shall begin working until this agreement is signed and dated by all parties and returned to the ESE Representative listed above.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties signed below:	
FOR PARTICIPANT: _____ Print Name _____ Signature _____ Date _____ Phone Number	**FOR GOODWILL CENTRAL COAST:** _____ Print Name and Title of Authorized Signer _____ Signature _____ Date _____ Phone Number
FOR ESE SITE: _____ Print Name and Title of Authorized Signer _____ Signature _____ Date _____ Phone Number	

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goodwill central coast

Expanded Subsidized Employment (ESE)
Case Closure Summary

Participant Name: Enter text here. **Date:** Enter today's date.

Goodwill ESE Rep: Enter text here. **Case Number**: Enter text here.
Case Worker: Enter text here.

ESE Placement information:

Employer: Enter text here. **Job Title**: Enter text here.

Salary: Enter amount. **Hours**: Enter hours. **Total ESE Funds Used**: Enter amount.

ESE Start Date:	Scheduled End Date:	Actual End Date:
Enter ESE start date.	Enter ESE sched end date.	Enter actual end date.

Program Exit Status:

Participant: Choose an item.

Employment Status:

Participant Job Title: Enter text here.

Date of Unsubsidized Employment: Enter date of hire. **Hourly Wage**: Enter hourly wage. **Hours Per Week**: Enter hours/week.

Summary of reason(s) for exiting from the ESE program:
Enter text here.

Participant will be referred:

☐ Back to County CWES
☐ On-the-Job Training Program
☐ Other: If other, please explain here:

Signature of Manager: _____ Date: _____

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Weekly Job Coordination Report

Total Placements to date: Placement Ratio:

	Total Successfully Completed:		Participants in Active Job Development:		
Location	**Participant Name:**	**Interviews**	**Job Search/ Applications**	**Meetings w/ Participant**	**Employed**
GWCC	Customer 1				
GWCC	Customer 2				
N. Main	Customer 3				
N. Main	Customer 4				
Soledad	Customer 5				
Soledad	Customer 6				
Marina	Customer 7				
Marina	Customer 8				
Child Support	Customer 9				
Seaside One-Stop	Customer 10				
Salinas One-Stop	Customer 11				
Additional Location	Customer 12				

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EXHIBIT I

ESE ON-SITE MONTHLY EVALUATIONS & WEEKLY PROGRESS REPORT FORM

NAME: _____ CASE NUMBER: _____

STORE: _____

APPRAISAL PERIOD FROM: _____ TO: _____

	Exceeds Standards	Achieves Standards		Below Standard
		P	**M**	
1. **JOB KNOWLEDGE:** Displays awareness of job duties, greets guests and offers assistance, is knowledgeable of different departments, and displays products in a pleasing way for guests to shop.	☐	☐	☐	☐
3. **QUALITY OF WORK:** Capable of arranging products in an organized way, and keeping racks and shelves straightened and in the proper departments throughout the day.	☐	☐	☐	☐
4. **PRODUCTIVITY:** Follows directions, checks work, keeps up on guest service, and requests additional projects. Meets store quotas.	☐	☐	☐	☐
5. **DEPENDABILITY:** Arrives on time for work and from breaks and understands and carries out instructions in an acceptable manner.	☐	☐	☐	☐
6. **ATTENDANCE:** Meets program guidelines for attendance. Follows proper procedures for calling in sick. Begins work on time.	☐	☐	☐	☐
7. **RELATIONS WITH OTHERS:** Works well with co-workers, displays a professional attitude to guests, and is helpful and cooperative with all Goodwill guests and employees.	☐	☐	☐	☐
8. **APPEARANCE:** Wears appropriate dress for the workplace. Maintains good cleanliness and grooming standards (each job site will determine appropriate dress).	☐	☐	☐	☐
9. **COMMITMENT TO SAFETY:** Observes all safety procedures, communicates potential safety hazards with Skills Trainer or Store Manager in a timely manner, and practices safe work habits.	☐	☐	☐	☐
10. **OVERALL RATING:**	☐	☐	☐	☐

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TRAINEE PROGRESS REPORT FORM

RATER'S OVERALL COMMENTS:

TRAINEE'S COMMENTS (Use attachments if necessary):

TRAINEE SIGNATURE: _____ DATE: _____

T&D ASSOCIATE NAME: _____
(PRINT)

T&D ASSOCIATE SIGNATURE: _____ DATE: _____

TRAINEE'S REFUSAL TO SIGN: I certify that this performance appraisal was discussed with the trainee who refused to sign it.

T&D ASSOCIATE CERTIFICATION: _____ DATE: _____

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

EXHIBIT J

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

County of Monterey - Employment Services
Phone: (831) 755-4452
Worker Name: Enter name of CWES Case Worker
Worker ID: Enter CWES Case Worker ID#
Worker Phone Number: Enter CWES Case Worker Ph#
Date: Enter date form was completed
Case Name: Enter name of CWES Customer
Case Number: Enter CWES Customer Case #

TEST USE ONLY

Service Referral

Enter name of CWES Customer
Enter street address of CWES Customer
Enter city, State and Zip code of CWES Customer

Customer Name: Enter name of CWES Customer
Need Category: Education/Job Training
Need Type: On the Job Experience
Need Description: ESE

Provider and address:
Goodwill Central Coast
1325 N. Main Street
Salinas, CA 93906-2828

Children	Age	SSN

DO NOT DISTRIBUTE

Comments:

Language: (Enter preferred language, i.e. English)
Required Weekly Hours: (Enter number of hours needed for customer, i.e. 32)
State Review List for: (Enter month and year of review, i.e. March 2020)
Ready to start at: (Enter address of Goodwill locations in Monterey County)

INFORMATION FOR YOUR CUSTOMER:
ESE orientation is scheduled on: (Enter the date of the orientation, if known)
Orientations begins at 9:00 am and may last until 5:00 pm.
Orientation location: 1325 N. Main Street, Salinas, CA 93906
YOU MUST BRING YOUR ORIGINAL SOCIAL SECURITY CARD AND VALID ID TO THE ORIENTATION.

(11/2002)

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

JSW-ESE Progress Report

Rating Time Period:

Name: | Req Wkly Hours: | Week #:

JSW ES Name: | Email Address:

GCC ES Name: | Email Address:

	Place X in the appropriate box	Excellent	Very Good	Satisfactory	Needs Improvement	Comments
1	Attitude (Wants to learn and work hard)					
2	Cooperation (With supervisor)					
3	Dependability (Follows directions well)					
4	Punctuality (Arrives to work on time)					
5	Works Required Hours Weekly (An average of 22, 32, 38)					
6	Work Habits (Completes assigned work)					
7	Initiative (Asks to do new things)					
8	Quality of Work (Neat, accurate, and organized)					
9	Relationships With Co-Workers					
10	Personal Appearance (Appropriate dress, clean/ neat)					
Overall Rating (circle or highlight one)		**Excellent**	**Very Good**	**Satisfactory**	**Needs Improvement**	

Additional Comments:

Site Supervisor Signature

Participant Signature

Date

Date

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Goodwill Central Coast

By: Signed by: _____
3FB29F858F0D409...

Title: CEO

Date: 5/15/2026 | 1:45 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 3FB29F968F0D409...

CEO
Title

Goodwill Central Coast
Agency/Organization

5/15/2026 | 1:45 PM PDT
Date

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
3FB29F858F0D409...
(signature of authorized representative)

5/15/2026 | 1:45 PM PDT
(date)

Docusign Envelope ID: 928BADDE-BCAD-8F1E-8282-20B791E984B0

GOODWILL CENTRAL COAST
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

Introduced: 5/27/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement A-17326 with Aspiranet to provide staffing and support of the Visitation Center component of Family Reunification adding $234,686 for a new contract total of $704,058 and extend the term by six (6) months for a new agreement term of July 1, 2025 through December 31, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($70,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $774,464.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement A-17326 with Aspiranet to provide staffing and support of the Visitation Center component of Family Reunification adding $234,686 for a new contract total of $704,058 and extend the term by six (6) months for a new agreement term of July 1, 2025 through December 31, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($70,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $774,464.

SUMMARY:

This agreement funds the operation of the Visitation Center, which is a court ordered service that is an essential component of a Case Plan for Family Reunification when children have been removed from the custody of their parents as the result of child abuse and/or neglect and/or to facilitate contact with parties who have a connection with the child.

DISCUSSION:

The intent of a Visitation Center is to provide a safe home-like environment in which a parent, parents, or interested parties can interact with children to develop positive parenting skills, maintain contact, and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:

This agreement is funded with a combination of Federal, State and Realignment revenues. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing tools and services designed to help Children and families.

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

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

Prepared by: Edward Juarez-Lefevre, Management Analyst III, x 3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Amendment No. 1
Original Agreement EXECUTED

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement A-17326 with Aspiranet to provide staffing and support of the Visitation Center component of Family Reunification adding $234,686 for a new contract total of $704,058 and extend the term by six (6) months for a new agreement term of July 1, 2025 through December 31, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($70,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $774,464.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement A-17326 with Aspiranet to provide staffing and support of the Visitation Center component of Family Reunification adding $234,686 for a new contract total of $704,058 and extend the term by six (6) months for a new agreement term of July 1, 2025 through December 31, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($70,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $774,464.

SUMMARY:
This agreement funds the operation of the Visitation Center, which is a court ordered service that is an essential component of a Case Plan for Family Reunification when children have been removed from the custody of their parents as the result of child abuse and/or neglect and/or to facilitate contact with parties who have a connection with the child.

DISCUSSION:
The intent of a Visitation Center is to provide a safe home-like environment in which a parent, parents, or interested parties can interact with children to develop positive parenting skills, maintain contact, and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with a combination of Federal, State and Realignment revenues. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing tools and services designed to help Children and families.

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

Prepared by: Edward Juarez-Lefevre, Management Analyst III, x 3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Amendment No. 1
Original Agreement EXECUTED

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: B54AEE00-A3D8-84DE-8350-0412F026EB6F

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-493
Aspiranet

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Aspiranet (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for provision staffing and support of safe homelike environment (non-institutional) visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $469,372 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $234,686** and **extend** the term through **December 31, 2026** for a **new contract total** of **$704,058.**

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$704,058.**"

3. **Section 3.0, Paragraph titled "TERM OF AGREEMENT**" **is hereby** amended as follows: **"**The term of this Agreement is from July 1, 2025 to **December 31, 2026**, unless sooner terminated pursuant to the terms of this Agreement."

4. **Exhibit AA** replaces Exhibit A and reflects revised scope of work, revised contract term, **additional** amount of **$234,686** and **new contract** total amount of **$704,058**.

5. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit C-1** and **Exhibit D-1**

6. **Exhibit C-1** is the new FY 2026-27 Budget and reflects the addition of the **$234,686** for a **new contract total of $704,058**.

7. **Exhibit D-1** is the new FY 2026-27 Invoice, and reflects the addition of **$234,686** for a **new contract total of $704,058.**

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8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

9. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A460917E5DE64B9...
Deputy County Counsel

Date: 5/22/2026 | 10:51 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor Controller's Office

Date: 5/26/2026 | 10:01 PM PDT

CONTRACTOR:

By: DocuSigned by: Vernon Brown 466ACD384F9D482...
(Chair, President, Vice-President)

Vernon Brown CEO
(Print Name & Title)

Date: 5/19/2026 | 2:51 PM PDT

By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Secretary, CFO, Treasurer)

Ann Domingo, CFO
(Print Name and Title)

Date: 5/22/2026 | 8:27 AM PDT

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
CHERISH TOO VISITATION CENTER

A. TOTAL FUNDING: **$704,058** Realignment/CWS

B. CONTRACT TERM: July 1, 2025 – **December 31, 2026**

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, MAIII
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Jyotti Pannu, Division Director
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (209) 450-5833
Fax: (650) 866-4081
jpannu@aspiranet.org

Location of Services:
Cherish Visitation Center
234 Monterey St
Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: N/A
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. DESCRIPTION OF SERVICES:

The purpose of this Agreement is to provide staffing and support of a visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification when child/ren have been removed from the custody of their parents for child abuse and/or neglect, and/or to facilitate contact with parties who have a connection with the child/ren. The intent of a Family Visitation Center is to provide a safe homelike environment (non-institutional) in which a parent/s or interested party(s) can interact with child/ren to develop positive parenting skills, maintain contact and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

CONTRACTOR shall provide staffing and services to facilitate court ordered

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child/ren and families scheduled and supervised visitation and/or exchanges at the Visitation Center, located at 234 Monterey Street, Salinas, California.

F. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Providing qualified and trained staff to provide the services at the Visitation Center during hours of operation (Tuesday – Saturday 12:00 PM to 8:00 PM).

F.2 Staffing and maintaining the Visitation Center to the level of service and safety as required by weekly scheduled workload.

F.3 A Visitation is defined as a recurring appointment on a particular day and time or a non-recurring appointment that is scheduled and confirmed with all parties involved regardless of whether the Visitation actually takes place.

F.4 Providing capacity for 40 to 75 visits per week.

F.5 Collaborating with additional providers for supervision. This may include County Department of Social Services (DSS) Service aides, Behavioral Health, Door to Hope, or Parents as Teachers.

F.6 Supervised visits will be no less than 60 minutes of parent-child interaction, but may be shortened if parties are late, or if the quality of the visit would benefit from a shorter time schedule.

F.7 Accepting all referrals for visitation, but may refuse based on:

- F.7.1 Needing additional security
- F.7.2 Reported positive toxicology
- F.7.3 Parties not following established rules
- F.7.4 Failure to appear for visits or exchanges
- F.7.5 Would not benefit from visitation services as staffed with DSS Case Manager
- F.7.6 Any referral being considered for refusal of service would require a discussion and agreement inclusive of County Analyst, County Manager, Aspiranet Program Manager and Aspiranet Director.

F.8 DSS reserves the right to review service levels provided by CONTRACTOR at any time during the term of this agreement. Any changes will only be made upon written agreement signed by both parties.

F.9 CONTRACTOR shall be required to maintain records and reporting. This may include:

- F.9.1 Visitation/exchange reports of staff observations securely emailed within 2 business days,
- F.9.2 Notification of concerning incident(s) will result in a call to county management within 1 business day and an incident report written and submitted to the County within 1 business week.
- F.9.3 Reports within the mandatory Child Abuse Reporting laws with reasonable attempts to notify DSS of any situation.
- F.9.4 Monthly and yearly statistics that include demographics, number of visits, type of visits and collaborative partners involved.

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F.9.5 Reports not included in this Agreement shall not be required unless requested by DSS at least 60 days in advance.

F.10 CONTRACTOR will convene monthly, with an option for quarterly, meetings to coordinate services, develop procedures, and to maintain the Visitation Center in good physical condition.

F.10.1 Center Procedures and forms shall be maintained by CONTRACTOR and provided to DSS for distribution to staff.

F.10.2 Center Manger will maintain regular liaison with County managers, provide orientation to the center when requested and regularly attend contract meetings all to create open, regular, positive communication with the county staff.

F.11 CONTRACTOR may act in the capacity to generate community support, as long as the support is within the operational guidelines of the Visitation Center.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program not to exceed **seven hundred and four thousand, fifty eight dollars ($704,058.00).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D** and **Exhibit D-1, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **seven hundred and four thousand, fifty eight dollars ($704,058.00),** per **Exhibits C** and **Exhibit C-1, Budgets.**

G.3.1 **The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2025 – June 30, 2026, shall not exceed four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372), per Exhibit C.**

G.3.2 **The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2026 – December 31, 2026, shall not exceed two hundred thirty-four thousand six hundred eighty-six dollars ($234,686), per Exhibit C-1**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D** and **Exhibit D-1**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit AA)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C** and **Exhibit C-1**. Only the costs listed in **Exhibit C** and **Exhibit C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C** and **Exhibit C-1**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Jyotti Pannu** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Monterey County Department of Social Services
Aspiranet-Visitation Center
CWS
July 1, 2026 - December 31, 2026

BUDGET

CATEGORY	FTE	
Admin Assistant	1	**20,964**
Core Division Director (CDD)	0.06	**4,680**
Core Program Director (CPD)	0.15	**9,668**
Assistant Core Division Director (ACDD)	0.025	**2,493**
Core Program Supervisor	1	**37,080**
Visitation Specialist	2.8	**66,060**
Total Salary Cost		**$ 140,945**
Administrative Benefits - full time staff 22.00%		**$ 31,008**
Total Salary & Benefits		**$ 171,953**
OPERATIONAL COSTS		
Employee Hiring Costs		**$ 387**
Maintenance		**$ 16,223**
General/Liability Insurance		**$ 3,500**
Phone/Cell		**$ 2,575**
Data, IT, Intranet		**$ 10,789**
Staff Training		**$ 515**
Printing		**$ 52**
Postage/freight		**$ 309**
Office Supplies		**$ 258**
Equipment lease		**$ 1,803**
Parking		**$ 2,415**
Program Supplies		**$ 2,572**
Total Operational Expenses		**$ 41,398**
Subtotal		**$ 213,351**
Admin (10%)		**$ 21,335**
Total		**$ 234,686**

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EXHIBIT D-1

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - Visitation Center

CWS
July 1, 2026-December 31, 2026 **Invoice Number:** _____

Name of Agency Aspiranet **Report for the month of** _____

CATEGORY			TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
CHERISH							
Salary and Benefits	**FTE**						
Admin Assistant	1		$ 20,964				**Timesheets/Payroll**
CDD	0.06		$ 4,680				**Timesheets/Payroll**
CPD	0.15		$ 9,668				**Timesheets/Payroll**
ACDD	0.025		$ 2,493				
Core Program Supervisor	1		$ 37,080				**Timesheets/Payroll**
Visitation Specialist	2.8		$ 66,060				**Timesheets/Payroll**
Total Salary Cost			**$ 140,945**				**Timesheets/Payroll**
Administrative Benefits - full time staff 22.00%			$ 31,008				**Timesheets/Payroll**
Total Salary & Benefits			**$ 171,953**				**Timesheets/Payroll**
Operating							
Employee Hiring Costs			$ 387				**Receipts/Invoice**
Maintenance			$ 16,223				**Receipts/Invoice**
General/Liability Insurance			$ 3,500				**Receipts/Invoice**
Phone/Cell			$ 2,575				**Receipts/Invoice**
Data, IT, Intranet			$ 10,789				**Receipts/Invoice**
Staff Training			$ 515				**Receipts/Invoice**
Printing			$ 52				**Receipts/Invoice**
Postage/freight			$ 309				**Receipts/Invoice**
Office Supplies			$ 258				**Receipts/Invoice**
Equipment lease			$ 1,803				**Receipts/Invoice**
Parking			$ 2,415				**Receipts/Invoice**
Program Supplies			$ 2,572				**Receipts/Invoice**

Total Operating	**$ 41,398**				
Sub Total	$ 213,351				
Administrative 10%	$ 21,335				**Audit**
Total Receiving Center	**$ 234,686**				

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

County of Monterey DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

Docusign Envelope ID: D8C81C2C-5F99-458A-907A-B6D0BE265975

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:

Aspiranet

(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: staffing and support of a safe homelike environment (non-institutional) visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification

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: **$** 469,372.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation 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:**
Roderick W. Franks, Director	Laureen Walsh, Chief Operating Officer
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	400 Oyster Point Blvd., Ste 501, S. San Francisco
Address	Address
831-755-4430	650-866-4080
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Roderick Franks 3CCBEC8E255F451...
Department Head (if applicable)

Date: 6/4/2025 | 8:56 AM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel

Date: 5/15/2025 | 4:19 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F8...
Auditor/Controller

Date: 5/16/2025 | 8:21 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Aspiranet
Contractor/Business Name *

By: DocuSigned by: Vernon Brown 66ACD884E972492...
(Signature of Chair, President, or Vice-President)

Vernon Brown CEO
Name and Title

Date: 5/7/2025 | 2:49 PM PDT

By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ann Domingo, CFO
Name and Title

Date: 5/14/2025 | 8:34 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (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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LIST OF EXHIBITS
Aspiranet

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
VISITATION CENTER

A. TOTAL FUNDING: $469,372 Realignment/CWS

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, MAIII
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Aspiranet
Laureen Walsh, Chief Operating Officer
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (650) 866-4080
Fax: (650) 866-4081
LWalsh@aspiranet.org

Location of Services:
Cherish Visitation Center
234 Monterey St
Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: N/A
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. DESCRIPTION OF SERVICES:

The purpose of this Agreement is to provide staffing and support of a visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification when child/ren have been removed from the custody of their parents for child abuse and/or neglect, and/or to facilitate contact with parties who have a connection with the child/ren. The intent of a Family Visitation Center is to provide a safe homelike environment (non-institutional) in which a parent/s or interested party(s) can interact with child/ren to develop positive parenting skills, maintain contact and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

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CONTRACTOR shall provide staffing and services to facilitate court ordered child/ren and families scheduled and supervised visitation and/or exchanges at the Visitation Center, located at 234 Monterey Street, Salinas, California.

F. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Providing qualified and trained staff to provide the services at the Visitation Center during hours of operation (Tuesday – Saturday 12:00 PM to 8:00 PM).

F.2 Staffing and maintaining the Visitation Center to the level of service and safety as required by weekly scheduled workload.

F.3 A Visitation is defined as a recurring appointment on a particular day and time or a non-recurring appointment that is scheduled and confirmed with all parties involved regardless of whether the Visitation actually takes place.

F.4 Providing capacity for 40 to 75 visits per week.

F.5 Collaborating with additional providers for supervision. This may include County Department of Social Services (DSS) Service aides, Behavioral Health, Door to Hope, or Parents as Teachers.

F.6 Supervised visits will be no less than 60 minutes of parent-child interaction, but may be shortened if parties are late, or if the quality of the visit would benefit from a shorter time schedule.

F.7 Accepting all referrals for visitation, but may refuse based on:

- F.7.1 Needing additional security
- F.7.2 Reported positive toxicology
- F.7.3 Parties not following established rules
- F.7.4 Failure to appear for visits or exchanges
- F.7.5 Would not benefit from visitation services as staffed with DSS Case Manager
- F.7.6 Any referral being considered for refusal of service would require a discussion and agreement inclusive of County Analyst, County Manager, Aspiranet Program Manager and Aspiranet Director.

F.8 DSS reserves the right to review service levels provided by CONTRACTOR at any time during the term of this agreement. Any changes will only be made upon written agreement signed by both parties.

F.9 CONTRACTOR shall be required to maintain records and reporting. This may include:

- F.9.1 Visitation/exchange reports of staff observations securely emailed within 2 business days,
- F.9.2 Notification of concerning incident(s) will result in a call to county management within 1 business day and an incident report written and submitted to the County within 1 business week.
- F.9.3 Reports within the mandatory Child Abuse Reporting laws with reasonable attempts to notify DSS of any situation.

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F.9.4 Monthly and yearly statistics that include demographics, number of visits, type of visits and collaborative partners involved.

F.9.5 Reports not included in this Agreement shall not be required unless requested by DSS at least 60 days in advance.

F.10 CONTRACTOR will convene monthly, with an option for quarterly, meetings to coordinate services, develop procedures, and to maintain the Visitation Center in good physical condition.

F.10.1 Center Procedures and forms shall be maintained by CONTRACTOR and provided to DSS for distribution to staff.

F.10.2 Center Manger will maintain regular liaison with County managers, provide orientation to the center when requested and regularly attend contract meetings all to create open, regular, positive communication with the county staff.

F.11 CONTRACTOR may act in the capacity to generate community support, as long as the support is within the operational guidelines of the Visitation Center.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is **four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372),** per **Exhibits C, Budgets.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Laureen Walsh** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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County of Monterey Department of Social Services
Aspiranet-Visitation Center
PSSF/CWS Monterey County
July 1, 2025 - June 30, 2026

BUDGET

CATEGORY	**FTE**	**$469,372**
Admin Assistant	1	$41,927
CDD	0.06	$9,360
CPD	0.19	$19,335
ACDD	0.05	$4,986
Core Program Supervisor	1	$74,160
Visitation Specialist	2.8	$132,122
Total Salary Cost		**$281,890**
Administrative Benefits - full time staff 22.00%		$62,016
Total Salary & Benefits		**$343,906**
OPERATIONAL COSTS		
Employee Hiring Costs		$773
Maintenance		$32,445
General/Liability Insurance		$7,000
Phone/Cell		$5,150
Data, IT, Intranet		$21,577
Staff Training		$1,030
Printing		$103
Postage/freight		$618
Office Supplies		$515
Equipment lease		$3,605
Parking		$4,830
Program Supplies		$5,150
Total Operational Expenses		**$82,796**
Subtotal		$426,702
Admin (10%)		$42,670
Total		**$469,372**

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COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - Visitation Center
PSSF/CWS Monterey County
July 1, 2025 - June 30, 2026 **Invoice Number: _____**

Name of Agency **Aspiranet** **Report for the month of** _____

CATEGORY			TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
CHERISH							
Salary and Benefits	**FTE**						
Admin Assistant	1		$41,927				**Timesheets/Payroll**
CDD	0.06		$9,360				**Timesheets/Payroll**
CPD	0.19		$19,335				**Timesheets/Payroll**
ACDD	0.05		$4,986				
Core Program Supervisor	1		$74,160				**Timesheets/Payroll**
Visitation Specialist	2.8		$132,122				**Timesheets/Payroll**
							Timesheets/Payroll
Total Salary Cost			**$281,890**				**Timesheets/Payroll**
Administrative Benefits - full time staff 22.00%			$62,016				**Timesheets/Payroll**
Total Salary & Benefits			**$343,906**				**Timesheets/Payroll**
Operating							
Employee Hiring Costs			$773.00				**Receipts/Invoice**
Maintenance			$32,445.00				**Receipts/Invoice**
General/Liability Insurance			$7,000.00				**Receipts/Invoice**
Phone/Cell			$5,150.00				**Receipts/Invoice**
Data, IT, Intranet			$21,577.00				**Receipts/Invoice**
Staff Training			$1,030.00				**Receipts/Invoice**
Printing			$103.00				**Receipts/Invoice**
Postage/freight			$618.00				**Receipts/Invoice**
Office Supplies			$515.00				**Receipts/Invoice**
Equipment lease			$3,605.00				**Receipts/Invoice**
Parking			$4,830.00				**Receipts/Invoice**
Program Supplies			$5,150.00				**Receipts/Invoice**
		Total Operating	**$82,796.00**				
		Sub Total	$426,702.00				
		Administrative 10%	$42,670.00				**Audit**
		Total Receiving Center	**$469,372.00**				

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

Monterey County DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Aspiranet

DocuSigned by:

By: Vernon Brown
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Title: CEO

Date: 5/7/2025 | 2:49 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Vernon Brown
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Signature

CEO
Title

Aspiranet
Agency/Organization

5/7/2025 | 2:49 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Vernon Brown
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(signature of authorized representative)

5/7/2025 | 2:49 PM PDT
(date)

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ASPIRANET
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Vernon Brown
86ACD384F972492...
Authorized Signature

5/7/2025 | 2:49 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17326
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with Aspiranet for staffing and support of the Visitation Center component of Family Reunification for the period of July 1, 2025 through June 30, 2026 in the amount of $469,372; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($46,937) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $516,309.

PASSED AND ADOPTED on this 3rd day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 3, 2025.

Dated: June 3, 2025
File ID: A 25-185
Agenda Item No.: 33

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 5/27/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Aspiranet for operation of the Cherish Receiving Center for the period of July 1, 2026 through June 30, 2027, in the amount of $1,111,713; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($111,171) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,222,884.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Aspiranet for operation of the Cherish Receiving Center for the period of July 1, 2026 through June 30, 2027, in the amount of $1,111,713; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($111,171) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,222,884.
SUMMARY:
Aspiranet currently operates the Cherish Receiving Center (Cherish) which provides a safe and nurturing environment for children 0-17 years of age who have been removed from their homes due to abuse, neglect, or a disruption in foster care placement.

DISCUSSION:
The Receiving Center has served approximately 160 youth annually and continues to provide immediate services for youth taken into protective care. As of 2021, Aspiranet has successfully become the only agency in the region to obtain the newly required 72-hour Transitional Care Facility license obligated by the California Department of Social Services.

The receiving center provides Social Work staff with a safe and state-approved facility to temporarily place youth while looking for more permanent placement.
OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with a combination of Federal Child Welfare revenues, Realignment, and Wraparound-Flex funds. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing tools and services designed to help Children and families.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Edward Juarez-Lefevre, Management Analyst III, x 3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Aspiranet for operation of the Cherish Receiving Center for the period of July 1, 2026 through June 30, 2027, in the amount of $1,111,713; and
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Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Edward Juarez-Lefevre, Management Analyst III, x 3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: EF3B0954-5660-84B7-804F-D0DCA73736ED

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:

Aspiranet,

(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:

operation of the CHERISH Receiving Center for children and youth ages 0-17 who have been removed from their home.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,111,713.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Jyotti Pannu
Name
Division Director
Title
400 Oyster Point Blvd., Suite 501, South San Francisco, CA 94080
Address
(2029) 668-6118 x7009
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE03489...
County Counsel
Date: 5/21/2026 | 7:09 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mor 2617DD077D65495...
Auditor/Controller
Date: 5/26/2026 | 9:58 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Aspiranet
Contractor/Business Name*
By: DocuSigned by: Vernon Brown 96ACD384E972492...
(Signature of Chair, President, or Vice-President)
Vernon Brown, CEO
Name and Title
Date: 5/19/2026 | 2:54 PM PDT
By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Ann Domingo, CFO
Name and Title
Date: 5/20/2026 | 9:49 AM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Aspiranet

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
CHERISH RECEIVING CENTER

A. TOTAL FUNDING: $1,111,713.00 Realignment/CWS

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, Management Analyst III
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Jyotti Pannu, Division Director
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (209) 668-6118 x7009
Fax: (650) 866-4081
jpannu@aspiranet.org

Location of Services:
Cherish Receiving Center
1121 Baldwin St
Salinas, CA 93906

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

The County of Monterey's Cherish Receiving Center, operated by Aspiranet, provides a safe and nurturing environment for children 0-17 years of age who have been removed from their homes due to abuse, neglect, or a disruption in foster care placement.

As of 2021, the center became officially licensed as a 72 hour Transitional Care Facility by the California Department of Social Services – Community Care Licensing division.

F. DESCRIPTION OF SERVICES:

Provision of temporary shelter to eligible COUNTY youth.

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G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

G.1 Receiving Center Change Management

- G.1.1 Conform to Community Care Licensing (CCL) and contract guidelines.
- G.1.2 Ensure DSS is kept up to date with any changes to CCL regulations in order to optimize center utilization
- G.1.3 Collaboratively work with the Department of Social Services (DSS) to review existing data collection and documentation as well as assist in developing new Program Directives and Policy Statements that confirm to CCL regulations.
- G.1.4 Collaborate with the County to help ensure that each youth at the Center receives a physical assessment within 24 hours of placement per CCL regulations Support via notification and reminders if there is medical follow-up required during the youth's stay.
- G.1.5 Collaborate with Behavioral Health (BH) to ensure appropriate health issues are addressed during BH assessment. Consult with BH as appropriate with a youth in Center who becomes dysregulated.
- G.1.6 Communicate licensing impacts on operations on a regular basis.

G.2 Receiving Center Operations

- G.2.1 Operational Hours, Staffing, Capacity and Maintenance
  - G.2.1.a Receive children ages 0-17, 24 hours a day, seven days a week from Monterey County Department of Social Services, Family and Children's Services (FCS). Assess immediate needs, make children comfortable, and orient them to the facility. Intake must be completed with the County Social Worker present. Tour and orientation for the youth can involve the CSW; however, it is not required.
  - G.2.1.b Maintain operational hours of 12:00AM- 11:59PM, (24 hours), daily, with onsite staff. Deploy on-call staff when indicated. Center will be staffed with at least one (1) staff person for every three (3) children. County shall be notified if and when staffing ratios cannot be met
  - G.2.1.c The Center will be managed in accordance with the 72- hour Transitional Shelter Care Regulations and Program Statement.
  - G.2.1.d Coordinate intake and assessment by the Monterey County Department of Social Services and Aspiranet, resulting in children and youth staying no longer than 72 hours at the Center.
  - G.2.1.e Aspiranet will host daily placement meetings when a youth has been at the Center for over 72 hours. Mandatory participants are Aspiranet

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leadership staff, CSW, as well as a representative from the County Placement Unit.

G.2.1.f Manage the day-to-day operations of the Center, including maintenance, cleaning, scheduling of repairs, and general operations issues. This excludes equipment and phones owned by the County.

G.2.1.g Care for up to six (6) children at one time, of diverse backgrounds, from zero (0) to seventeen (17) years of age.

G.2.1.h Staffing level and facility accommodations must meet the diverse needs of this population. Staffing shall be maintained at a ratio of at least one (1) staff person for every three (3) children.

G.2.1.i Provide bilingual services as needed.

G.2.1.j Provide a safe, clean, and child-friendly Receiving Center and visitation Rooms, as follows:

i. Kitchen, laundry, bathroom, and bathing facilities
ii. Office space, meeting and interview rooms
iii. Play areas
iv. Segregated sleeping areas to accommodate age/gender separation
v. Space for FCS social workers to assess a child's immediate needs and conduct staff work such as researching placement options.
vi. Shared office space that will be a private area for medical screening, mental health assessments and services.

G.2.2 Youth Services

G.2.2.a Assist, supervise and support children by providing:

i. Snacks, meals and clean clothing, including sleepwear, if needed.

G.2.2.b Shower, bathing facilities, basic hygiene and de-lousing services, toothbrushes, shampoo, hygiene goods, etc.

G.2.2.c Assistance with medications, limited to tracking and administering of prescription medication per adopted medication protocol.

i. Aspiranet staff cannot provide what is categorized as skilled medical interventions (such as injections, feeding tube, etc.)

G.2.2.d Age appropriate activities.

G.2.2.e Observation of children and their interactions with others.

G.2.2.f Basic mental health screening and case management to assess the immediate needs of children.

G.2.2.g Counseling and crisis intervention (i.e., mental and medical assessments) are to be provided by Monterey County staff.

i. Note: Center staff are to follow the protocol on High-Risk Youth when necessary.

G.2.3 High Risk Youth

G.2.3.a Engage, at point of referral, DSS and Aspiranet's Receiving Center Leadership (DSS Manager and Aspiranet CPD) in a process to determine if the health and safety of all youth can be maintained when there is consideration of placing a high-risk youth.

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G.2.3.b The decision to place a high-risk youth and the development of a safety plan will be done collaboratively between DSS and Aspiranet.

G.2.3.c The assessment and decision will be documented and remain at the Center.

G.2.3.d The same review process will take place anytime there is a high-risk youth residing in the center and a new youth is being considered for placement.

G.2.4 Health & Safety:

G.2.4.a In accordance with CCL Operating Standards 84478 (a): Aspiranet will decline admission of a child who presents with a communicable disease/infection who does not have a medical clearance. This action will be taken so as to not jeopardize the health and safety of others in the center.

i. Aspiranet will immediately notify DSS's Program Manager and Analyst (or authorized representative) -most commonly at point of referral or admit if a youth cannot be placed or must be discharged until a medical clearance is obtained. This includes but is not limited to youth arriving or presenting with a communicable disease (such as COVID, Chickenpox, etc.).

G.2.4.b Conduct a general health history and health inventory, with children of appropriate ages and emotional stability, when the healthcare provider is not available. If staff identifies any emergency health situations, the staff will call the DSS Social Worker to take the child to Natividad Medical Center for medical services.

G.2.4.c Support the care of children from authorized agencies as directed by the contract administrator.

G.2.4.d Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy). Assist in the development and implementation of health plans and assist with referrals to other agencies such as FCS and Children's Behavioral Health (CBH).

G.2.4.e Coordinate case management, assessment, and scheduling with FCS and CBH staff. Provide internet access for staff to access CWS/CMS.

i. Assist in identifying health needs and in securing and utilizing treatment services.

G.2.5 Documentation:

G.2.5.a Document and report to FCS, any and all significant assessments made by staff as well as documentation of services provided. Information will be provided only to FCS or CBH staff. Once the child(ren) exit the Receiving Center, follow-up activities will be provided only by FCS and/or CBH.

G.2.5.b Document and maintain on file, a record of services provided, and submit reports monthly by the 10th of the following month. This

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includes data tracking, evaluation, and reporting associated with requirements of project funders.

G.2.6 Financial Reporting

G.2.6.a Provide detailed expenditure reports for purchases linked to funding for supplies, food, and clothing, as well as in-kind resource by the 10th of each month. This will be used to generate future budget projections. This should be submitted with the invoices, also due by the 10th of each month.

G.2.7 Staff Training:

G.2.7.a Provide at least four (4) hours of cultural competency training to staff in order to provide culturally competent and appropriate services for a diverse group of children. Additionally, receiving staff will receive eight (8) hours of training on mental and developmental issues with special needs children.

G.2.8 Administrative Support:

G.2.8.a Provide administrative support necessary to ensure that contract-related services are timely and performed in a professional manner.

G.2.8.b Follow established written guidelines and schedules for on-call staff and adhere to FCS staff facility access protocol.

G.2.8.c Cooperate with Monterey County staff needing access to the facility for maintenance, inventory and/or site visits.

G.3 **Health Assessments**

G.3.1 Health assessment will be done by appropriate medical staff per CCL licensing requirements.

G.3.2 If a licensed medical professional is not available to provide the screening, the County will be responsible to provide the necessary health screening documentation to CHERISH staff at the earliest opportunity possible. This is required for youth placed at the center for more than 24hrs. A health assessment completed within two weeks of placement maybe be used. When staffing and child youth ratio permits, contractor (Aspiranet) can assist with taking youth for health screenings.

G.4 **Cherish-Crisis Support and Coordination**

G.4.1 Hire staff that can support high risk youth at CHERISH Center. Staff should be able to plan and conduct danger assessments, identify crisis precipitants, apply coping strategies, and restore Center function.

G.4.2 If Aspiranet assessment indicates that a youth cannot be safely maintained, Aspiranet CPD and CDD will immediately reach out to County management to discuss alternative placement or additional services the county can arrange to provide supports to a youth so they can be safely maintained.

G.4.3 Contractor will ensure communication with DSS and service providers to ensure appropriate services are in place while at the Center.

G.4.4 Support and explore options for change to ensure compliance with California Department of Social Services (CDSS) regulations and requirements. Report monthly with CCL to ensure timely updates and data exchanges.

G.5 **CHERISH- Reporting/Data Sharing Requirements**

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G.5.1 In order to support the development of stronger outcomes for dependent youth and facilitate family finding for youth under the care of DSS, and pursuant to 45 C.F.R. §164.502(g)(3), Family and Children Services, in their role of loco parentis, are entitled to disclosure of health care related information. This is further supported by Health and Safety Code §123110, Civil Code §§56.1O(c)(20);56.103(a), (3) and Welfare and Institutions Code §5328 (d).

G.5.2 In order to accomplish the development of stronger outcomes for youth under the care of DSS, any party receiving or accessing confidential materials, and its officers, employees and agents, shall, within their department guidelines: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Agreement, or as the Party providing the Confidential Materials may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. Each Party shall comply with the federal Health Insurance Portability and Accountability Act, 45 C.F.R. 160 et seq. ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HI-TECH"), all regulations promulgated under HIPAA and HI-TECH by the U.S. Department of Health and Human Services, the California Confidentiality of Medical Information Act, California Civil Code§ 56 et seq., and any other applicable federal and California laws that protect the privacy, security, and confidentiality of an individual's medical and health information.

H. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

H.1 **Admission and Placement**

H.1.1 County staff are required to contact the center prior to arrival with youth in order to ensure the youth is suitable placement

H.1.2 County staff will remain with the youth throughout the intake process

H.1.3 Should placement of any youth become unstable or may be a safety to center staff or other youth, County staff will be responsible to remove youth in a timely manner

H.1.4 If Center efforts are unable to stabilize placement, County staff will be notified and asked to provide additional services for support. If unavailable the County may be required to remove youth in a timely manner

H.2 **Medications**

H.2.1 Youth may not be placed if it is known that a youth is prescribed medication and medication dosage is due at the time of intake or within a period in which the medication is needed.

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H.2.2 Medication must be available to the youth during the entire time placed at the center. If medication runs out during stay, it is the responsibility of Center staff to notify County as soon as possible to ensure medication is filled timely.

I. TRAVEL/TRAINING REIMBURSEMENT:

I.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

J. PAYMENT PROVISIONS:

J.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

J.2 Total cost of this program exceed **one million one hundred eleven thousand seven hundred and thirteen dollars ($1,111,713).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

J.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one million one hundred eleven thousand seven hundred and thirteen dollars ($1,111,713),** per **Exhibits C, Budgets.**

J.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.

J.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
(a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

(b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a.** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b.** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Jyotti Pannu** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - CHERISH Receiving Center
PSSF/CWS Monterey County
July 1, 2026- June 30, 2027

BUDGET

CATEGORY					TOTAL BUDGET
SALARIES					
	CHERISH	**FTE**			
	Admin Assistant	1			$ 44,720.00
	Core Program Director (CPD)	0.62			$ 64,449.00
	Associate Core Div. Director (ACDD)	0.12			$ 11,970.00
	Core Div. Director (CDD)	0.15			$ 19,500.00
	Core Program Supervisor (CPS)	1			$ 82,000.00
	Child Care Worker (CCW)	8.5			$ 415,480.00
	Care Coordinator	1			$ 79,000.00
	Clinical Supervisor	1			$ 10,360.00
	Total Salary Cost				**$ 727,479.00**
	Administrative Benefits - 20%				$ 137,791.60
	Total Salary & Benefits				**$ 865,270.60**
	Operational costs				
	Employee Physicals				$ 900.00
	Employee Recruitment/Advertising				$ 750.00
	Employee Fingerprint				$ 900.00
	CCL Fees				$ 2,266.00
	Lease (current rent)				$ 36,750.00
	Event and Storage Leases				$ 387.00
	General & Liability Insurance				$ 12,140.00
	Maintenance				$ 5,280.00
	Utilities				$ 15,650.00
	Phone/Cell				$ 2,500.00
	Data, IT, Intranet				$ 46,960.00
	Staff Training				$ 3,605.00
	Printing				$ 213.33
	Postage/freight				$ 618.00
	Office Supplies				$ 515.00
	Equipment lease				$ 3,605.00
	Food				$ 8,111.25
	Program Supplies				$ 7,650.00
	Total Operational Expenses				**$ 148,800.58**
	Subtotal				**$ 1,014,071.18**
	Admin (10%)				**$ 97,641.82**
	Total				**$ 1,111,713.00**

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - CHERISH Receiving Center
PSSF/CWS Monterey County
July 1, 2026 - June 30, 2027

Invoice Number: _____

Name of Agency **Aspiranet** **Report for the month of**

CATEGORY					TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
SALARIES									
CHERISH				**FTE**					
Admin Assistant				1	$ 44,720.00				Timesheets/Payroll
Core Program Director (CPD)				0.62	$ 64,449.00				Timesheets/Payroll
Associate Core Div. Director (ACDD)				0.12	$ 11,970.00				Timesheets/Payroll
Core Div. Director (CDD)				0.15	$ 19,500.00				
Core Program Supervisor (CPS)				1	$ 82,000.00				Timesheets/Payroll
Child Care Worker (CCW)				8.5	$ 415,480.00				Timesheets/Payroll
Care Coordinator				1	$ 79,000.00				Timesheets/Payroll
Clinical Supervisor				1	$ 10,360.00				Timesheets/Payroll
Total Salary Cost					**$ 727,479.00**				
Administrative Benefits - 20%					$ 137,791.60				Timesheets/Payroll
Salaries and Benefits					**$ 865,270.60**				
Operational costs									
Employee Physicals					$ 900.00				Receipts/Invoice
Employee Recruitment/Advertising					$ 750.00				Receipts/Invoice
Employee Fingerprint					$ 900.00				Receipts/Invoice
CCL Fees					$ 2,266.00				Receipts/Invoice
Lease (current rent)					$ 36,750.00				Receipts/Invoice
Event and Storage Leases					$ 387.00				Receipts/Invoice
General & Liability Insurance					$ 12,140.00				Receipts/Invoice
Maintenance					$ 5,280.00				Receipts/Invoice
Utilities					$ 15,650.00				Receipts/Invoice
Phone/Cell					$ 2,500.00				Receipts/Invoice
Data, IT, Intranet					$ 46,960.00				Receipts/Invoice
Staff Training					$ 3,605.00				Receipts/Invoice
Printing					$ 213.33				Receipts/Invoice
Postage/freight					$ 618.00				Receipts/Invoice
Office Supplies					$ 515.00				Receipts/Invoice
Equipment lease					$ 3,605.00				Receipts/Invoice
Food					$ 8,111.25				
Program Supplies					$ 7,650.00				Audit
Total Operational Expenses					**$ 148,800.58**				
Subtotal					**$ 1,014,071.18**				
Admin (10%)					**$ 97,641.82**				
Total					**$ 1,111,713.00**	**$ -**	**$ -**		

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

Monterey County DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Aspiranet

By: DocuSigned by: Vernon Brown
66ACD384F972492...

Title: CEO

Date: 5/19/2026 | 2:54 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Vernon Brown
66ACD384E972492...
Signature

CEO
Title

Aspiranet
Agency/Organization

5/19/2026 | 2:54 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov and to their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Vernon Brown
66ACD384F972492...

(signature of authorized representative)

5/19/2026 | 2:54 PM PDT
(date)

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ASPIRANET
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Vernon Brown
66ACD384E9T2492
Authorized Signature

5/19/2026 | 2:54 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/29/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Central Coast Center for Independent Living to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2026 through June 30, 2027, in the amount of $250,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($25,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $275,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Central Coast Center for Independent Living to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2026 through June 30, 2027, in the amount of $250,000; and
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SUMMARY:
The California Department of Social Services (CDSS) launched the Housing and Disability Advocacy Program (HDAP) pursuant to Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016). HDAP is a state-funded program administered locally by County of Monterey Department of Social Services, Aging and Adult Services (AAS). The HDAP is intended to support participants in meeting two important program goals: securing disability benefits and stabilizing in permanent housing.

DISCUSSION:
The HDAP will assist County of Monterey in addressing homelessness for individuals who may be eligible for disability benefits. Outreach, case management, advocacy and housing assistance are the four program components required to be offered. AAS will collaborate with other County departments and community partners to administer the HDAP. Outreach and disability advocacy for HDAP participants will be provided by AAS. Through this Agreement, the Central Coast Center for Independent Living (CCCIL) will provide program housing case management, housing search,

placement support and rental subsidies for HDAP participants referred by the AAS.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded by HDAP State Funding. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by allowing the Department to leverage State funding to implement the HDAP program which will improve the quality of life for individuals who are disabled and experiencing homelessness by proving pathways to safe and secure housing.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Erika Estrada, Management Analyst III, X2172

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/29/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Central Coast Center for Independent Living to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2026 through June 30, 2027, in the amount of $250,000; and
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_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Erika Estrada, Management Analyst III, X2172

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Central Coast Center for Independent Living,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

housing search, placement support and rental subsidies for participants in the Housing and Disability Advocacy Program.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 250,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Judy Cabrera
Name
Executive Director
Title
318 Cayuga St., Suite 208, Salinas, CA 93901
Address
(831) 757-2968 ext. 22
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/29/2026 | 10:40 AM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/29/2026 | 2:00 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Central Coast Center for Independent Living
Contractor/Business Name*
By: DocuSigned by: Judy Cabrera 02A6B3208310468...
(Signature of Chair, President, or Vice-President)
Judith Cabrera
Name and Title
Date: 5/27/2026 | 1:59 PM PDT
By: DocuSigned by: Wesley Haye 902BAE34F4CA49E...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Wesley Haye
Name and Title
Date: 5/27/2026 | 3:12 PM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Central Coast Center for Independent Living

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting
Exhibit I	Housing First Principles
Exhibit J	Homeless Management Information System (HMIS)
Exhibit K	Coordinated Entry System

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SCOPE OF WORK/PAYMENT PROVISIONS

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

HOUSING & DISABILITY ADVOCACY PROGRAM (HDAP)

A. TOTAL FUNDING: $250,000

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
Erika Estrada, Management Analyst
County of Monterey Department of Social Services
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 784-2172 Fax: (831) 796-8667
estradame@countyofmonterey.gov

Contractor Fiscal Contact:
Judy Cabrera, Executive Director
Central Coast Center for Independent Living
318 Cayuga St., Suite 208, Salinas, CA 93901
Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549
jcabrera@cccil.com

Contractor Program Contact:
Georgina Alvarez, Associate Director
Central Coast Center for Independent Living
318 Cayuga St., Suite 208, Salinas, CA 93901
Phone: (831) 757-2968 ext. 24 Fax: (831) 757-5549
galvarez@cccil.com

Location of Services:
Central Coast Center for Independent Living
318 Cayuga St., Ste. 208, Salinas, CA 93901
Phone (831) 757-2968 Fax (831) 757-5549

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: PXU7BWE2H7B3
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A

E. BACKGROUND:

The Housing and Disability Advocacy Program (HDAP) is a state-funded program administered locally by County of Monterey Department of Social Services, Aging and Adult Services (COUNTY). The HDAP is intended to support participants in meeting two important program goals: securing disability benefits and stabilizing in permanent housing. Since 2018, the COUNTY has contracted with Central Coast Center for Independent Living (CONTRACTOR) to provide administrative and housing subsidy funding to provide housing search, placement support and rental subsidies for HDAP participants referred to CONTRACTOR by COUNTY.

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F. TARGET POPULATION:

Eligible adults, youth, or families who are experiencing homelessness, or are at risk of homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) and wish to file or have already filed for them.

Other populations to be targeted by the program include, but are not limited to, the following:

a. General Assistance/General Relief (GA/GR) applicants and recipients with disabilities who are homeless;
b. CalWORKs recipients with disabilities who are homeless;
c. CalFresh recipients with disabilities who are homeless;
d. low-income veterans with disabilities who are homeless; and
e. low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution:
    a. jails;
    b. prisons;
    c. hospitals;
    d. long term care facilities; or
    e. rehabilitation facilities.

G. PROGRAM DESIGN:

CONTRACTOR shall provide intensive case management, housing assessments, housing search/navigation, placement support, direct financial assistance, and rental subsidies to eligible HDAP clients referred by COUNTY.

CONTRACTOR shall provide services in compliance with Housing First principles **(Exhibit I)**, Homeless Management Information System (HMIS) **(Exhibit J)**, and Homeless Coordinated Assessment and Entry System (CARS) **(Exhibit K)**.

CONTRACTOR shall provide a Housing Specialist Case Manager to assist 60 clients annually to complete assessments, participate in the program, and place them in safe, clean, and affordable housing.

COUNTY shall provide new referrals and ongoing disability case management by SSI Advocacy staff for HDAP clients.

H. PERFORMANCE GOALS:

CONTRACTOR agrees to the following program performance measures:

a. Provide HDAP services to sixty (60) clients annually.
b. 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the COUNTY.
c. 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe, clean, and affordable temporary shelter until permanently housed or the case is closed.

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d. 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.

I. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

I.1 Administration

a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations, and in accordance with Housing First principles and Continuum of Care (CoC).
c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department with internal program staff and COUNTY staff to review active cases and ensure adequate program operations.
d. Participate in HDAP trainings/meetings required by CDSS.
e. Respond to deficiencies in meeting any service requirements within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
    i. Identification and response shall be captured in written communication.
    ii. Corrective actions shall be agreed upon by both parties.
    iii. Corrective actions shall be implemented as soon as deemed possible by both parties.
f. Ensure appropriate staffing to support the administrative of and delivery of to be provided.
g. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
h. Ensure all program data collection and reporting submission is completed as outlined in **Section L** of this Exhibit.

I.2 Referral and Assessment

a. Accept client referrals provided by COUNTY and respond within three (3) business days using secure electronic mail. Confirm receipt of the referral with the name of Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
b. Inform COUNTY of missed appointments and provide updated appointment dates as soon as information is available.
c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
d. Ensure an assessment includes, but is not limited to:
    i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
    ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why

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they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.

iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.

iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.

v. Delivery and discussion of the program participant rules and expectations.

vi. Completion of an authorizations for release of information to share information with COUNTY, landlord(s), and other individuals, businesses, and/or agencies helpful to maintain client's housing or to place client into alternative, temporary, or permanent housing as needed.

vii. A thorough assessment to determine the household size and housing needs to include, but not limited to: housing size; number of bedrooms required; number of bathrooms required; living space required; food preparation space required; and any additional special circumstances (disabilities, dependencies, or special requirements the client or household may have, such as home equipment needs, etc.).

viii. A thorough financial assessment, to include a comparison of all available household income and expenses for housing cost. Refer client to General Assistance or CalWORKs, when appropriate.

ix. Development of a budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage clients to pay for as much of their own housing as possible.

x. Development of a thorough housing plan, to include: actions to be taken to prevent eviction/homelessness; where temporary shelter will be obtained if required; resources for housing search (if applicable); short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours; and permanent housing placement (if applicable).

xi. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.

xii. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.

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xiii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.

xiv. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.

xv. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

I.3 Housing Placement

a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.

c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.

d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.

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e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

f. In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR and SUBCONTRACTORS regarding any home repairs/renovations/installations using HDAP funds are outlined as follows:

i. Prevailing wages: SUBCONTRACTOR shall comply with provisions of the California 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.

ii. DIR Registration: During the entire term of this Agreement SUBCONTRACTOR shall be registered with the California Department of Industrial Relations (DIR) as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. SUBCONTRACTOR shall also fully comply with all SB 854 requirements.

iii. Posting of Prevailing Wages at Job Site: SUBCONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which SUBCONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

I.4 Program Staff

a. Supervisor/Manager (or similar job title)

i. Housing Program Supervisor/Manager shall supervise internal Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Scope of Services.

ii. Supervisor/Manager shall be the primary point of contact for regular programmatic service information and shall communicate regularly with COUNTY Analysts and COUNTY HDAP staff.

iii. Supervisor/Manager shall be trained and qualified to carry out the role and responsibility of the Housing Specialist/Case Manager should additional program support be needed in that position.

b. Housing Specialist/Case Manager (or similar job title)

i. Complete an assessment for each client referred by COUNTY as outlined in **Section I.2** of this Exhibit.

ii. Provide Housing Specialist/Case Manager to assist each referred client with temporary and/or permanent subsidized housing search and placement.

iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate COUNTY program.

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iv. Assist clients to transition into fully subsidized or partially subsidized housing based on the client's needs and budget.
v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
viii. Provide basic housing search skills training and support to each COUNTY referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
ix. Provide "Ready to Rent" curriculum instruction to clients to help them prepare for, locate, and sustain permanent housing.
x. Develop a transition plan for housing support through other available resources within the local community.
xi. Ensure monthly contact is made and recorded with each COUNTY referred client participating in and complying with their housing plan.
xii. Ensure each client contact is used to determine the client's needs, satisfaction with their housing situation, and progress toward their housing plan.
xiii. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client's Social Security claim status.
xiv. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
xv. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).
xvi. Provide support to COUNTY referred clients, in collaboration and communication with COUNTY Home Safe staff, to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly contacts.
xvii. Close CONTRACTOR's housing services when directed by COUNTY and complete the Case Closure process.
xviii. Record the service closure in the service provider's secure program database, indicating the service end date and appropriate final outcome.
xix. Respond using secure email to COUNTY inquiries about client progress within two (2) business days.

J. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

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J.1 Administration

a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
b. Review invoices and reports submitted by CONTRACTOR and process for payment.
c. Communicate, at a minimum, within five (5) working days to:
    i. Respond to any inquiries from CONTRACTOR regarding a referral, placement, or direct financial assistance payment.
    ii. Share any changes in client status or circumstances that impact CONTRACTOR.
d. Be available for monthly meetings and as needed with CONTRACTOR.
e. Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

J.2 Tracking and Reporting

a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
b. Update and complete client's information in the Housing and Homelessness Data Reporting Solution Database (HHDRS) for state reporting.
c. Report to California Department of Social Services (CDSS) as required quarterly and/or as needed regarding HDAP expenditures, program participation and updates.
d. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.
e. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

J.3 Case Management

a. Provide staff for outreach and ongoing case management services for clients from the SSI Advocacy Program to provides assistance with the disability benefits application process, access other county and community services and supports, refer clients and collaborate with CONTRACTOR for housing assistance.
b. Document client information, contacts, interventions, and other information in the SSI Advocacy database.
c. Meet and communicate regularly with CONTRACTOR HDAP staff and review CONTRACTOR updates to support coordination of HDAP services and case management oversight.

K. TRAVEL/TRAINING REIMBURSEMENT:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

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L. DATA COLLECTION/REPORTING INSTRUCTIONS & SUBMISSION:

Data Collection: CONTRACTOR shall collect and track data points requested by the COUNTY and/or CDSS. CONTRACTOR shall:

a. Maintain an ongoing and accurate secure log that includes at minimum: Client Last Name; Client First Name; Housing Program; Date of Referral; Program Start Date; Program End Date; Date(s) and Amount(s) of Financial Assistance; Final Outcome; Services and/or Referrals Provided; Comments; Monthly Progress Updates; and Six (6) and Twelve (12) Month Follow-Ups after closure.
b. Track all housing related financial assistance, services, and associated costs, including specific amounts spent per individual client, and document those as interventions in client records.
c. Maintain client records in the local Homeless Management Information System (HMIS) according to standards established by the local Continuum of Care (CoC).
    i. Provide COUNTY access to HDAP data collected within the HMIS.

Reporting: CONTRACTOR shall provide reports as requested by COUNTY or CDSS. CONTRACTOR shall:

a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS.
b. Provide a monthly electronic copy of the data report to the COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.
c. Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
d. Submit quarterly report to COUNTY providing requested data to meet State reporting requirements by October 10, 2026; January 10, 2027; and April 10, 2027, and July 10, 2027.

M. PAYMENT PROVISIONS:

a. County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.
b. Total cost of this program is ***two hundred fifty thousand dollars*** **($250,000.00)**.
    a. Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.
c. Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***two hundred fifty thousand dollars*** **($250,000.00),** per **Exhibits C, Budgets.**
d. CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.
e. All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Judy Cabrera** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Organization Name: **Central Coast Center for Indpendent Living (CCCIL)**
Funder Name: **Monterey County HDAP**
Term: **July 1, 2026 to June 30, 2027**

DESCRIPTION	Budget 7/1/26-6/30/27	Comments
General Office Supplies	$ 1,500.00	Printing cost, general office supplies
Travel/Mileage*/Per Diem	$ 800.00	Mileage & Per Diem based off State of CA rate
Trainings/Meetings	$ 250.00	hotel accomodations & training/meeting expenses
Occupancy/Rent	$ 5,100.00	Rent for CCCIL office space
Indirect Expenses	$ 6,800.00	No more than 10% (excluding rent/housing assistance)
TOTAL ADMIN	**$ 14,450.00**	
Case Manager (80% FTE)	$ 66,800.00	One full-time case manager's salary, taxes, benefits
TOTAL HOUSING RELATED CM	**$ 66,800.00**	
Housing Financial Assistance	$ 168,750.00	Expenses for rent, security deposits, hotels, shelters
TOTAL FINANCIAL ASSISTANCE	**$ 168,750.00**	
TOTAL	**$ 250,000.00**	

*CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at https://www.countyofmonterey.gov/home/showpublisheddocument/69364/636728660019670000 To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

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County of Monterey Department of Social Services
Monthly Report of Expenditures FY 2026-2027

Name of Agency: Central Coast Center for Independent Living
Program Name: Housing and Disability Advocacy Program (HDAP)
Attn: Judith Cabrera
318 Cayuga Street, Suite 208
Salinas, CA 93901

Report Month: **Invoice #**

CATEGORY	BUDGET AMOUNT 7/1/26-6/30/27	GRANT EXPENSES	GRANT BALANCE	MATCH BUDGET AMOUNT	MATCH EXPENSES	MATCH BALANCE
GENERAL OFFICE SUPPLIES	$ 1,500.00		$ 1,500.00			$ -
TRAVEL MILEAGE/PER DIEM	$ 800.00		$ 800.00			$ -
TRAININGS/MEETINGS	$ 250.00		$ 250.00			$ -
OCCUPANCY/RENT	$ 5,100.00		$ 5,100.00			$ -
INDIRECT EXPENSES	$ 6,800.00		$ 6,800.00			$ -
CASE MANAGER (80% FTE)	$ 66,800.00		$ 66,800.00			$ -
HOUSING RELATED FINANCIAL ASSISTANCE	**$ 168,750.00**		**$ 168,750.00**			$ -
TOTAL	**$ 250,000.00**	$ -	**$ 250,000.00**	$ -	$ -	$ -

Amount Reimbursed	$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

CERTIFICATION

Agency Signature Title Date

DSS Signature Title Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: F4A56E6B-694A-880C-8374-25520A0B9226

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Central Coast Center for Independent Living

By: DocuSigned by: Judy Cabrera 02A6B3208310468...

Title: Executive Director

Date: 5/27/2026 | 1:59 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Judy Cabrera
02A6E3208310468...
Signature

Executive Director
Title

Central Coast Center for Independent Living
Agency/Organization

5/27/2026 | 1:59 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Judy Cabrera
02A6E3208310468...
(signature of authorized representative)

5/27/2026 | 1:59 PM PDT
(date)

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CENTRAL COAST CENTER FOR INDEPENDENT LIVING
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION
Central Coast Center for Independent Living

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

DocuSigned by:
Judy Cabrera
09A6E32983104E8...
Authorized Signature

5/27/2026 | 1:59 PM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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HOUSING FIRST MANDATE

This Exhibit I ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living ("CONTRACTOR"). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the "Core components of Housing First" means all of the following:

a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

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j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law, however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

Non-Compliance and Remedies

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training;
- Withholding of funding until compliance is achieved;
- Termination of this Agreement for repeated non-compliance.

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HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

This Exhibit J ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - **3.2.** CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
   - **3.3.** CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

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4. **HMIS User Access and Training**
   - **4.1.** CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
   - **4.2.** All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.
   - **4.3.** The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.
5. **Non-Compliance and Remedies**
   - **5.1.** Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:
     - **5.1.1.** Required remedial training;
     - **5.1.2.** Temporary suspension of HMIS access;
     - **5.1.3.** Withholding of funding until compliance is achieved;
     - **5.1.4.** Termination of this Agreement for repeated non-compliance.
   - **5.2.** The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

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COORDINATED ENTRY REQUIREMENTS

This Exhibit K ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care ("CoC") lead agency, to evaluate individuals' and families' needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System ("CARS"), is managed through the local Homeless Management Information System ("HMIS").

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

☐ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

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CONTRACTOR RESPONSIBILITIES

1. **Purpose and Compliance**
   - 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
   - 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
   - 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.
2. **Data Entry and Reporting Requirements**
   - 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
   - 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
   - 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
   - 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.
3. **Privacy and Security Compliance**
   - 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
   - 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **Non-Compliance and Remedies**
   - 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
     - 4.1.1. Required remedial training;
     - 4.1.2. Temporary suspension of CES access;
     - 4.1.3. Withholding of funding until compliance is achieved;
     - 4.1.4. Termination of this Agreement for repeated non-compliance.
   - 4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

Introduced: 5/29/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Coalition of Homeless Services Providers for coordination and management of components of the County of Monterey's homelessness response services for the period of July 1, 2026 through June 30, 2027, in the amount of $427,797; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($42,779) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $470,576.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Coalition of Homeless Services Providers for coordination and management of components of the County of Monterey's homelessness response services for the period of July 1, 2026 through June 30, 2027, in the amount of $427,797; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($42,779) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $470,576.

SUMMARY:

This agreement provides funding to the Coalition of Homeless Services Providers (CHSP), a private non-profit agency, to support its role as the designated Continuum of Care (CoC) Coordinator for Monterey County. CHSP is responsible for leading and coordinating countywide efforts to address homelessness, including administration of key systems, planning initiatives, and program coordination.

DISCUSSION:

The Coalition of Homeless Services Providers (CHSP) promotes interagency coordination, facilitates community-wide planning, and coordinates programs serving individuals and families experiencing homelessness. As the County's designated Continuum of Care (CoC) lead agency, CHSP performs several critical functions that support the local homeless response system.
CHSP administers the Coordinated Assessment and Referral System (CARS), including maintaining the data system, managing the CARS Master List, and providing training and technical support to

service providers across the network. CHSP also supports the development of affordable housing by providing staff support and guidance to the Lead Me Home Leadership Council, which oversees the County's Five-Year Plan to Reduce Homelessness.

CHSP supports the County's Inclement Weather Response Plan by coordinating communication and resource sharing among service providers during periods of increased risk to unsheltered individuals. CHSP also serves as the lead agency for the Homeless Management Information System (HMIS), overseeing vendor contracts, providing technical assistance to users, and managing daily system operations.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:

This agreement is funded with the Homeless Housing, Assistance and Prevention program Round 4 (HHAP-4); Round 5 (HHAP-5); Round 6 (HHAP-6) and County General Funds. Sufficient appropriations and estimated revenues for SOC004 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals of the Lead Me Home 5-year Plan to Reduce Homelessness by coordinating services to individuals and families experiencing homelessness.

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

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

Prepared by: Adriana Narez-Tapia, Management Analyst III, x4447

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Coalition of Homeless Services Providers for coordination and management of components of the County of Monterey's homelessness response services for the period of July 1, 2026 through June 30, 2027, in the amount of $427,797; and
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CHSP administers the Coordinated Assessment and Referral System (CARS), including maintaining the data system, managing the CARS Master List, and providing training and technical support to service providers across the network. CHSP also supports the development of affordable housing by providing staff support and guidance to the Lead Me Home Leadership Council, which oversees the County's Five-Year Plan to Reduce Homelessness.

CHSP supports the County's Inclement Weather Response Plan by coordinating communication and resource sharing among service providers during periods of increased risk to unsheltered individuals. CHSP also serves as the lead agency for the Homeless Management Information System (HMIS), overseeing vendor contracts, providing technical assistance to users, and managing daily system operations.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with the Homeless Housing, Assistance and Prevention program Round 4 (HHAP-4); Round 5 (HHAP-5); Round 6 (HHAP-6) and County General Funds. Sufficient appropriations and estimated revenues for SOC004 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals of the Lead Me Home 5-year Plan to Reduce Homelessness by coordinating services to individuals and families experiencing homelessness.

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

__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
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Prepared by: Adriana Narez-Tapia, Management Analyst III, x4447

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 20E857A0-D603-80F2-8118-395A0EFDF9A7

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:

Coalition of Homeless Services Providers,

(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:

management and coordination of various components of the County's homelessness response activities.

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: **$** 427,797.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Katrina McKenze
Name
Executive Director
Title
1123 Fremont Blvd., Suite D, Seaside, CA 93955
Address
(831) 883-3080
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: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/29/2026 | 10:38 AM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Andrew Valentine 25834C99491E449...
Auditor/Controller
Date: 5/29/2026 | 2:26 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Coalition of Homeless Services Providers
Contractor/Business Name*
By: Signed by: Greg Baker 47DF4F3BC74A42D...
(Signature of Chair, President, or Vice-President)
Greg Baker, Board President
Name and Title
Date: 5/28/2026 | 8:14 AM PDT
By: DocuSigned by: Judy Cabrera 02A6B3208310468...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Judith Cabrera
Name and Title
Date: 5/28/2026 | 8:24 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Coalition of Homeless Services Providers

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs

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SCOPE OF WORK/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS

A. FUNDING AMOUNT

$143,689.00	County Funds
$100,000.00	HHAP-4, PLAN
$ 27,797.00	HHAP-6, HMIS
$156,311.00	HHAP-5, PLAN
$427,797.00	**Total Funding**

B. CONTRACT TERM

July 1, 2026 to June 30, 2027

C. CONTACT INFORMATION

County Contract Monitor:

Monterey County Department of Social Services
Adriana Narez Tapia, Management Analyst III
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4447 Fax: (831) 755-8477
Narez-TapiaAY@countyofmonterey.gov

Contractor Information:

Coalition of Homeless Services Providers
Katrina McKenzie, Executive Director
1123 Fremont Blvd., Suite D, Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085
kmckenzie@chsp.org

Location of Services:

Coalition of Homeless Services Providers
1942 Fremont Blvd Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085

D. SUBAWARD INFORMATION:

CONTRACTOR UEI Number: E4FPKBV8Y9K4
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND

The Coalition of Homeless Services Providers (CHSP) is a private, non-profit agency comprised of Member Agencies that provide services to persons experiencing homelessness in Monterey and San Benito Counties. The CHSP is the U.S. Department of Housing and Urban Development (HUD) designated Continuum of Care (CoC) Coordinator for CA-506 – Salinas/Monterey, San Benito Counties CoC. The purpose of this agreement is to provide funds to comply with the requirements of the CoC as outlined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. These requirements include several key functions including staffing the CoC Leadership Board, coordinating a regional strategic plan, maintaining a Homeless Management Information System (HMIS), managing the Coordinated Entry Program, ensuring a complete CoC application is submitted annually and that the Point-In-Time Count is conducted as required by HUD.

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F. DESCRIPTION OF SERVICES

It is acknowledged that funding under this agreement will only cover a portion of the services necessary to complete these functions, however it is expected that additional funding sources will be used to leverage the core infrastructure this agreement establishes to perform services and fund staff, and all things otherwise necessary for or incidental to the performance of work, as set forth below:

F.1 CONTINUUM OF CARE COLLABORATIVE APPLICANT ACTIVITIES: CONTRACTOR shall perform systems planning work, preparation, and submission of the annual application for CoC Program Funds to HUD and ensure the submission of the CoC application meets all HUD requirements including completion of the biennial Point-In-Time (PIT) Count.

F.1.1 Convene the recruitment, seating and convening of a rank and review panel and appeals panel, and staff bidders conference(s), and support the management of FAQs from applicants.

F.1.2 Coordinate and provide technical assistance to current and interested CoC Consolidated Application applicants including discussion of application strategies and timelines for submittal.

F.1.3 Notify service providers and the public of the release of the CoC Consolidated Application and other CoC-related funding streams. Prepare and submit a public notice to local newspapers notifying the public of the process.

F.1.4 Develop and refine the local application in consideration of scoring criteria to ensure elements of the application are met and support the rank and review panel and appeals process as needed.

F.1.5 Issue the local rating and ranking list and collaborate with partners to manage the submission of the Consolidated Application.

F.1.6 Develop and submit the CoC Consolidated Application and applicant agency project applications to HUD as the CoC designated Collaborative Applicant by the established deadline.

F.1.7 Provide staff support to the annual CoC Application to HUD under the direction of the CoC Leadership Board. Prepare Review & Ranking Panel funding priority recommendations for presentation to the CoC Leadership Board for approval.

F.1.8 Provide a detailed summary of the CoC's compliance with CoC mandates and HUD requirements in the form of a presentation to the CoC Leadership Board following the completion of the Consolidated Application submission and award.

F.1.9 Convene and organize all activities associated with the completion of the biennial Point-In-Time (PIT) Count and annual sheltered Housing Inventory Count (HIC).

F.1.10 Utilize PIT and HIC data to develop county-wide unmet bed needs and gaps analysis as required by HUD.

F.1.11 Provide staff support to the planning efforts for the PIT Count required by HUD, coordinating with the CoC Leadership Board and convened workgroup to oversees any third-party entities selected and retained to facilitate the PIT for

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management consulting and research firm conducting the data analysis and evaluation of PIT Count results.

F.1.12 Support the CoC Leadership Board in reviewing, formally approving, and publicly releasing the PIT Count results in the form of a formal presentation to the Monterey County Board of Supervisors and with an infographic summary and final report.

F.2 CONTINUUM OF CARE BOARD ACTIVITIES: CONTRACTOR shall coordinate the CoC Leadership Board and identified sub-committees herein to ensure compliance with Federal requirements, including the CoC Board's roles, responsibilities, and oversight under HUD's Rule. Assist in the preparation and implementation of the CoC Leadership Board, identified sub-committees, and workgroup materials.

F.2.1 Convene the CoC Leadership Board, with a minimum of 6 meetings per year, and additional meetings as needed and scheduled by the CoC Leadership Board.

F.2.2 Staff CoC committees and work groups, maintain minutes, prepare agendas under the direction of the chair or co-chairs, and prepare meeting materials with sufficient noticing. Solicit member participation and maintain membership lists with contact information made available to COUNTY and CoC Leadership Board.

F.2.3 Facilitate the development of annual action plans under the direction of the CoC Leadership Board and sub-committees with established measures to track progress of work plan activities, and report to the CoC Leadership Board and the COUNTY bi-monthly on progress. Establish annual implementation priorities to ensure immediate and relevant tasks are accomplished and adjust work plans accordingly.

F.2.4 Provide staff support for scheduling and agenda setting of CoC community meetings with the full membership. Maintain CoC membership lists with contact information made available to COUNTY and CoC Leadership Board upon request.

F.2.5 Promote transparency, accountability, and stakeholder engagement in all CoC-related activities, to facilitate the sharing of information and inclusion of input from the community.

F.2.6 Make available all dates, meeting locations or links to virtual meetings, and drafts of meeting materials and agendas for all committee/subcommittee meetings by posting them on the CHSP website and distributing to committee members. Maintain records of all related materials to be made available to COUNTY at contract closeout.

F.2.7 Convene, facilitate and prepare materials for CoC membership meetings, open to all interested stakeholders in Monterey County, to promote the work of the CoC, to present policy issues needing advocacy, and to collect feedback on the priorities and activities of the CoC for the CoC Leadership Board.

F.2.8 Ensure that all policies adopted by the CoC regarding public participation shall ensure that people currently experiencing homelessness have access to, and participation in, the decision-making process

F.2.9 Publish communications and provide updates and materials to the CoC Leadership Board, referenced committees, and workgroups, and schedule presentations as needed for the CoC Leadership Board to receive information

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and make informed policy decisions. Maintain records of communications for review by COUNTY at the close of this contract.

F.2.10 Provide a written summary to the COUNTY at the close of this contract outlining how the CoC Leadership Board, its Sub-Committees and CONTRACTOR staff helped meet CoC obligations during the contract term.

F.3 COORDINATED ENTRY SYSTEM MANAGEMENT: CONTRACTOR shall manage and maintain compliance of the Coordinated Entry System (CES), known locally as Coordinated Assessment and Referral System (CARS) including administration and maintenance of the CARS Master List and management of referrals to receiving programs.

F.3.1 Maintain operations of a CES that ensures that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed, referred, and connected to housing and assistance based on their strengths and needs. *See HUD Interim Rule and Notice CPD-17-01.*

F.3.2 Administer the CARS Master List and referrals to receiving programs and engage with community partners to participate in the CES as a referring entity and/or receiving program.

F.3.3 Ensure all policies, operations, and performance of the CES are consistent with approved principals, policies, and standards; fair and transparent; racially and ethnically equitable; compliant with funding regulations; and meeting performance benchmarks.

F.3.4 Fulfill CoC regulatory responsibilities for the CES, which includes reviewing policy and procedures and establishing participation expectations, and data collection, quality, and sharing protocols.

F.3.5 Convene the related subcommittee(s) with appropriate representation from users of the CES, CoC Leadership Board, County and City departments, nonprofit service providers, community-wide partners, people with lived experience of homelessness, and experts in housing crisis systems or related expertise.

F.3.6 Coordinate and conduct an annual CES evaluation, as required by HUD, and resolve any findings of evaluation.

F.3.7 Manage training needs across the homeless service provider network and other partners to ensure accurate and meaningful data collection and provide technical assistance to CES mandated organizations.

F.4 HOMELESS MANAGEMENT INFORMATION SYSTEM: CONTRACTOR shall be responsible for designating and operating a Homeless Management Information System (HMIS), that complies with all requirements established by HUD, as well as with State and local funding requirements.

F.4.1 Coordinate and manage an HMIS system which is a database developed to capture information for all individuals who are served by CoC funding from HUD as well as other by state and local funding, as required by legislation, to ensure coordinated services and access to housing.

F.4.2 Ensure full compliance with AB 977 with respect to all members participating in CDSS programs and projects that require client data to be entered and tracked in HMIS.

F.4.3 Serve as the administrative HMIS lead and make decisions about HMIS management and administration, including but not limited to ensuring participation of provider agencies, evaluating HMIS performance for

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compliance and functionality, and analyzing existing HMIS policies and procedures. *See HUD Interim Rule, Notice CPD-17-01 and 24 CFR 578.7(b).*

F.4.4 Maintain staff to support and ensure compliant HMIS End User Agreements and policies including data quality, security, participation, and customization, as well as all other requirements articulated in HUD regulations and formal guidance related to local HMIS management and performance.

F.4.5 Purchase, distribute and manage HMIS license allocations and access controls which ensure client privacy, security, and confidentiality is maintained.

F.4.6 CONTRACTOR shall supply two (2) System Level Administrator access licenses for a DSS manager-level position assigned to CoC coordination and oversight activities & for the County Homeless Services Director. These licenses are exclusively for conducting system-level performance reports and planning.

F.4.7 Assist with required reporting configurations, including but not limited to, HIC/PIT, CAPER, APR, Systems Performance Measures, Longitudinal Systems Analysis.

F.4.8 Conduct all aspects of New User trainings, HMIS Oversight Committee (leadership arm of HMIS program), Data Quality trainings, Advanced Reporting Tool (ART) trainings, HMIS Administrator trainings for HMIS End Users, Agency Admins and Agency Security Officers and provide ongoing technical support.

F.4.9 Run HUD Universal Data Elements, Data Incongruities Reports, and other data quality reports as required by Federal and State partners.

F.4.10 Lead HMIS activities, including coordination with any HMIS consultants, and provide technical assistance to member agencies and other contributory HMIS organizations to ensure necessary training, accurate data entry and homeless reports.

F.4.11 Lead CoC efforts in developing an ongoing, vibrant HMIS Quality Assurance Plan toward becoming a HUD “High Performing CoC.”

F.4.12 Work collaboratively with the Leadership board and the full CoC membership and users of the HMIS with implementation of updates and improvements, communicating changes to the system and ensuring that the full membership and HMIS users are fully aligned with HMIS requirements.

F.4.13 Work collaboratively with the State and CoC membership to comply with Homeless Data Information System (HDIS) data submission and engagement requirements.

F.4.14 In consultation with the Leadership board, ensure operation, and implement modifications as needed, to meet program reporting and system analysis needs.

F.4.15 Convene and provide staff support to related CoC Leadership board subcommittees including facilitating review of data quality reports, ensuring compliance with Federal requirements, and providing staff support to the CoC Leadership board so that it may conduct an annual review of the HMIS’s performance and functionality.

F.5 LEAD ME HOME PLAN ACTIVITIES & COORDINATED HOMELESS RESPONSE: CONTRACTOR shall provide support and advocacy for activities and objectives as outlined in the Lead Me Home, 5-Year Plan to Reduce Homelessness.

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F.5.1 Ensure all services and communications to both the community and service partners are delivered in a low-barrier, trauma informed, and culturally considerate manner, in English and Spanish at minimum, and efforts to accommodate additional languages, when necessary, as mandated by HUD and other state and local regulations.

F.5.2 Serve as a central contact on behalf of the homeless service provider coalition members and support coordination of community communication, service provider response and engagement, ensuring public access and phone accessibility during regular business hours.

F.5.3 Serve as the lead in community coordination efforts that support the development and implementation of the Lead Me Home 5-Year Plan to Reduce Homelessness objectives and provide support and advocacy for achieving the goals and strategies outlined in the plan. *See 24 CFR 578.7(c).*

F.5.4 Coordinate with consulting partners, as needed, to continue the implementation of the Plan and seek other resources to ensure the adopted Plan is implemented and revised as homeless conditions and population needs change.

F.5.5 Lead the CoC in seeking other resources to ensure that adequate housing and supportive services can be provided at every stage in the homeless service system and beyond, as relevant to Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act regulations.

F.5.6 Serve as, or identify and appoint a designee to serve as, the primary contact for calls from elected county officials and local jurisdictions within the county regarding outreach to homeless encampments.

F.5.6.a CONTRACTOR shall notify the provider network of the encampment situation and arrange for response within 48 hours after receiving a request for assistance. It is understood that CONTRACTOR is not a direct services provider and serves as a coordinating body for independent homeless service providing organizations.

F.5.6.b CONTRACTOR shall convene providers and jurisdictions at least quarterly to develop and maintain an encampment outreach strategy within the constraints of provider capacity. Adequate performance of this section shall be determined by timely notice to the provider network of requests for encampment outreach and the convening of quarterly encampment outreach strategy meetings.

F.5.6.c Contractor shall maintain a database that tracks homeless encampments throughout the county and will work with outreach partners, local jurisdictions, and County departments in collecting and sharing such data inter-organizationally.

F.5.7 CONTRACTOR shall perform tasks to support an inclement weather plan and policy developed in collaboration with the COUNTY. During the winter months, set from November 1 to March 31. Prior to inclement weather season, the CONTRACTOR shall develop and update as required the “Inclement Weather Chart: Shelter Facilities/Food/ Vouchers Capacity and Potential Expansion” (included in the Inclement Weather Plan) identifying current emergency shelter capacities.

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F.5.7.a CONTRACTOR shall develop and publish inclement weather (IW) policies and procedures to inform the local service provider network about agency and network Inclement Weather planning, preparation, and response activities prior to, and regularly during, inclement weather season.

F.5.7.b CONTRACTOR shall ensure IW policies are developed and reviewed in coordination with the COUNTY

F.5.7.c CONTRACTOR shall contact providers on the chart to determine if the information is still current, and update information if capacity noted has expanded or contracted. COUNTY funded shelters are contractually required to temporarily expand capacity during Inclement Weather events.

F.5.7.d CONTRACTOR shall e-mail the chart to the CONTRACTOR'S member agencies, the 2-1-1 Program Manager (United Way Monterey County) and to COUNTY staff.

F.5.7.e CONTRACTOR shall work collaboratively with local jurisdictions and partners, including the COUNTY, to actively research and contact potential facilities throughout the County which can be opened as temporary emergency shelters during inclement weather periods.

F.5.7.f CONTRACTOR shall monitor official weather alerts to facilitate timely notification of the service provider network.

F.5.7.g CONTRACTOR shall convene coordination meetings in the event of a local emergency declaration.

F.5.8 Identify systems gaps and actively pursue projects and funding to fill needs.

G. TRAVEL/MILEAGE REIMBURSEMENT

G.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

H. REPORTING

H.1 CONTRACTOR shall submit a quarterly report of activities addressing performance of activities as outlined in Section F: Description of Services to the County Contract Monitor listed in Section C: Contact Information.

H.2 Reports should be no more than five total pages and include updates on each of the core components of this agreement: CoC collaborative applicant activities, CoC board activities, coordinated entry system management, homeless management information system, and Lead Me Home Plan activities & coordinated homeless response.

H.3 These reports are due:

H.3.1 October 15, 2026 for the period of July 1, 2026 to September 30, 2026

H.3.2 January 15, 2027 for the period of October 1, 2026 to December 31, 2026

H.3.3 April 15, 2027 for the period of January 1, 2027 to March 31, 2027

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H.3.4 July 15, 2027 for the period of April 1, 2027 to June 30, 2027

H.4 CONTRACTOR shall participate in contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through issuance of a contract monitoring report.

I. PAYMENT PROVISIONS

I.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, Section I**,** PAYMENT BY COUNTY, of this Agreement.
The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2026 through June 30, 2027 shall not exceed **four hundred twenty-seven thousand seven hundred ninety-seven dollars and no cents. ($427,797.00).**

I.2 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed no later than 15 days after the end of each month on the form set forth in **Exhibit D**. The final invoice will be due no later than July 15, 2027.

I.3 All original signed invoices shall be submitted to the County Contract Monitor including all appropriate back-up documentation to support expenses submitted.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 15th. If the Final Invoice is not received by COUNTY by close of business on July 15th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Katrina McKenzie** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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July 1, 2026 - June 30, 2027

Agency Name Coaltion of Homeless Services Providers

Expense Categories	County Funds $143,689.00	HHAP 4/HHAP 6 $127,797.00	HHAP - 5 $156,311.00	Total Budget $427,797.00
Personnel	$ 8,689.00	$ 100,000.00	$ 100,000.00	$ 208,689.00
HMIS	$ 20,000.00	$ 27,797.00	$ -	$ 47,797.00
Occupancy	$ 20,000.00	$ -	$ -	$ 20,000.00
Insurance	$ 10,000.00	$ -	$ -	$ 10,000.00
Audit	$ 20,000.00	$ -	$ -	$ 20,000.00
Utilities	$ 15,000.00	$ -	$ -	$ 15,000.00
Professional Services	$ 20,000.00	$ -	$ 21,311.00	$ 41,311.00
Subscriptions & Software	$ 10,000.00	$ -	$ 10,000.00	$ 20,000.00
Accounting	$ 15,000.00	$ -	$ 25,000.00	$ 40,000.00
Supplies	$ 5,000.00	$ -	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Program Total	$ 143,689.00	$ 127,797.00	$ 156,311.00	$ 427,797.00

Budget Narrative

Expense Category	Line Item narrative
Personnel	HHAP 4: CHSP staff will be supported through a percentage of the CAP contract. Linked is the 24 CFR 578 regulation pertaining to the staffs responsibilities as it pertains to Code Regulations: The annual salaries are as follows, a percentage of the below will be
HMIS	County Funds & HHAP 6: This line item will directly support to operate the Homeless Management Information System (HMIS) as defined by 24 CFR 578.7(b). This supports the implementation of the platform/program in which HMIS is operated on. The total estimated
Occupancy	Occupancy refers to the monthly rent for CHSP. The annual cost for "Occupancy" is $34,000. CAP will support a percentage of the rent for the office. This allows for the support of personnel to accomplish CoC responsibilities as listed on 24 CFR 578.
Insurance	The annual cost for "Insurance" has increased to $50,000. The CAP contract will support a percentage of insurance costs. CHSP contracts with Non-Profit Insurance Alliance to support with: - Angecy liability, errors, ommission, and automobile insurance.
Audit	The annual cost for CHSP's annual "Audit & Tax Preperations" is $50,000. The CAP contract will support a percentage of the annual cost to support the agencies regular audit. This will directly support the requirement as listed in 24 CFR 578.99(g).
Utilities	The annual cost for "Utilities" is $50,000. The CAP contract will support a percentage of the annual cost to support telephone, internet, trash, water, security, cleaning, and additional building maintenance.
Professional Services	The annual cost for "Professional Services" is $500,000. The CAP contract will support a percentage of the annual cost by supporting: - Percentage of consulting fees incurred through the regional consolidated planning effort,
Subscriptions & Software	The annual cost for software and administrative systems is approximately $100,000 and supports CHSP's ability to effectively administer and operate the Continuum of Care (CoC). These platforms are essential to carrying out core administrative, financial management,
Accounting	The annual cost of " Accounting" fees is $100k. A portion of this contract will support CHSP's financial management functions, which are outsourced to CliftonLarsonAllen (CLA). CLA provides critical fiscal oversight and technical expertise to ensure strong internal controls
Supplies	The annual cost for "Supplies" is $16,000. The CAP contract will support a percentage of the annual cost to support administrative operations, meeting supplies, training supplies, printing & postage. This line item directly supports staff with a variety of daily activites through HMIS,

Funding Source: HHAP4, HHAP5, HHAP6, & County Funds

EXHIBIT D

Coalition of Homeless Services Providers
Monterey County Department of Social Services
July 1, 2026 - June 30, 2027

Remit To:
Coalition of Homeless Services Providers
1123 Fremont Blvd., Ste. D, Seaside, CA 93955

Invoice Month: Invoice Name:

Expense Categories	Total Budget	Coordination County GF	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 8,689.00	$ -	$ -	$ -	$ 8,689.00
HMIS	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Occupancy	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Insurance	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Audit	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Utilities	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
Professional Services	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Subscription & Software	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Accounting	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
Supplies	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 143,689.00	$ -	$ -	$ -	$ 143,689.00
Total Service Budget		$ 143,689.00			
Year to Date		$ -			
Balance Remaining		$ 143,689.00			

Expense Categories	Total Budget	Coordination HHAP-4/ HHAP 6	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
HMIS	$ 27,797.00	$ -	$ -	$ -	$ 27,797.00
Occupancy	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -	$ -
Subscription & Software	$ -	$ -	$ -	$ -	$ -
Accounting	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 127,797.00	$ -	$ -	$ -	$ 127,797.00
Total Service Budget		$ 127,797.00			
Year to Date		$ -			
Balance Remaining		$ 127,797.00			

Expense Categories	Total Budget	Coordination HHAP-5	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
HMIS	$ -	$ -	$ -	$ -	$ -
Occupancy	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -	$ -
Professional Services	$ 21,311.00	$ -	$ -	$ -	$ 21,311.00
Subscription & Software	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Accounting	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
Supplies	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 156,311.00	$ -	$ -	$ -	$ 156,311.00
Total Service Budget		$ 156,311.00			
Year to Date		$ -			
Balance Remaining		$ 156,311.00			

Complete Total	$ 427,797.00	$ -	$ -	$ -	$ 427,797.00
Total Budget	$ -	$ 427,797.00			
Year to Date		$ -			
Balance Remaining		$ 427,797.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone # Authorizing Signature / Date

Monterey County Authorized Signature / Date

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EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Coalition of Homeless Services Providers

Signed by:
By: Greg Baker
47DF4F3BC74A42D...

Title: Board President

Date: 5/28/2026 | 8:14 AM PDT

Docusign Envelope ID: 20E857A0-D603-80F2-8118-395A0EFDF9A7

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Greg Baker
Signature 47DF4F3BC74A42D...

Board President
Title

Coalition of Homeless Services Providers
Agency/Organization

5/28/2026 | 8:14 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Greg Baker
47DF4F53BC74A2D...
(signature of authorized representative)

5/28/2026 | 8:14 AM PDT
(date)

Docusign Envelope ID: 20E857A0-D603-80F2-8118-395A0EFDF9A7

COALITION OF HOMELESS SERVICES PROVIDERS
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

Introduced: 5/28/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to execute an Agreement with Pace Systems, Incorporated to provide Pace Scheduler and timeclock software license subscriptions effective June 22, 2026 through June 21, 2027, not to exceed $15,285; and
b. Accept the non-standard limitations of liability and proprietary rights terms and conditions as recommended by Chief Probation Officer; and
c. Authorize the County Purchasing Agent or designee to execute future extensions to the Agreement provided that these do not exceed an aggregate amount of $200,000 per fiscal year, the extensions fall within the signing authority of the County Purchasing Agent, and the order forms do not significantly alter the terms of the Agreement, all subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the County Purchasing Agent or designee to execute an Agreement with Pace Systems, Incorporated to provide Pace Scheduler and timeclock software license subscriptions effective June 22, 2026 through June 21, 2027, not to exceed $15,285; and
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SUMMARY
Pace Scheduler is a cloud-based workforce management system designed for law enforcement, giving Probation staff 24/7 access on any device while streamlining scheduling through permanent shifts, rotation patterns, automated deficit tracking, open-shift sign-ups, electronic time-off and overtime requests, mass communication tools, and detailed audit-ready reporting. Alongside it, the integrated Timeclock Module replaces the current manual, inconsistent timekeeping processes at Juvenile Institutions by allowing staff to clock in and out electronically, automatically linking timestamps to scheduled shifts, reducing discrepancies, improving real-time attendance oversight, and generating accurate payroll data-all within the same unified platform.

DISCUSSION:
Probation Juvenile Institutions currently rely on a paper master schedule system for staffing. The paper system requires administrators to find a physical copy of the master shift report to calculate and report staffing patterns. A paper system can lead to inaccuracies and inefficiencies. This program is needed to

modernize antiquated paper processes by introducing centralized, digital scheduling and workforce management. By automating shift assignments, documenting staffing levels in real time, and maintaining a comprehensive audit trail, the system ensures accurate reporting and immediate visibility into staffing compliance.

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.). It will allow Probation to quickly and easily create schedules utilizing permanent shift and customized rotation patterns, easily identify and fill staffing deficits, manage on-the-fly schedule changes, notify and allow officers sign up for available open-shifts, send unlimited communication via email and/or text alerts and messages to staff, handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting, and ease the burden on administrative staff by automating the process.

In addition to the scheduling platform, Probation is procuring the Pace Scheduler Timeclock Module to further modernize workforce management across both Juvenile Institutions. Currently, staff timekeeping is managed through disparate, manual processes that are susceptible to human error, inconsistency, and administrative inefficiency. The integration of a unified timeclock solution directly within the Pace Scheduler platform will standardize time and attendance tracking across both institutions, ensuring that all staff operate under a single, cohesive system. The Timeclock Module allows employees to clock in and out electronically, with timestamps automatically recorded and linked to their assigned shifts in the master schedule. This eliminates discrepancies between scheduled and actual hours worked, provides supervisors with real-time attendance visibility, and generates accurate data for payroll processing-all within the same platform already being used for scheduling.
The adoption of the Timeclock Module supports the Department's broader goal of operational standardization and procedural consistency. By consolidating scheduling and timekeeping into one integrated platform, Probation will reduce the administrative burden associated with reconciling records from multiple systems, minimize opportunities for error, and establish uniform operating procedures that apply equally to staff at both facilities. The module's audit trail capabilities further ensure accountability and transparency in time reporting, which is critical for compliance with labor regulations and internal policy requirements. This investment represents a strategic step toward a fully integrated, data-driven approach to workforce management that will serve both institutions equitably and efficiently for years to come.

The non-standard agreement terms include limitations of liability and proprietary rights. The Chief Probation Officer recommends approval of this proposed Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Agreement and non-standard terms have been reviewed and approved by County ITD; and approved by the Office of the County Counsel as to form and Office of the Auditor Controller as to fiscal provisions.

FINANCING:
There will be no impact to the General Fund from approval of this action. The funds for this

Agreement are included in the Probation Department (PRO001, Unit 8163 and PRO001, Unit 8164) Fiscal Year (FY) 2025-26 Adopted Budget. Any unused contract authority will be fully budgeted in the subsequent FYs, through the term of the Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Acquiring the Pace Scheduler and Timeclock Modules supports the initiative for Sustainable Infrastructure for the Present and Future. The Pace Scheduler and Timeclock Module are essential to improving the accuracy, efficiency, and consistency of workforce management within the Department. This investment will modernize legacy processes, reduce administrative overhead, and create a standardized, reliable system that supports both day-to-day operations and long-term organizational goals.

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

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Board Report
2026-2027 Agreement with PACE Systems, Incorporated

Introduced: 5/28/2026 **Current Status:** Criminal Justice - Consent

Version: 1 **Matter Type:** BoS Agreement

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Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Board Report
2026-2027 Agreement with PACE Systems, Incorporated

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SCHEDULER
Scheduling, Simplified.

Pace Scheduler Agreement

Prepared For

Monterey County Probation
Dir. Michael Palmer
20 E. Alisal St.
Salinas, CA 93901

Prepared By

Frank Provenzano
fprovenzano@pace-systems.com
630-395-2187

Pace Systems
2040 Corporate Lane
Naperville, IL 60563

Date

May 20, 2026

Docusign Envelope ID: 6CC7F7E3-73CD-8DFB-833B-FDB3B9854263

PACE SCHEDULER
Scheduling, Simplified.

OVERVIEW

Dear Dir. Palmer,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano
National Account Manager
Pace Scheduler

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PACE SCHEDULER
Scheduling, Simplified.

SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any device (tablet, phone, laptop, PC, etc).

The software is based on a yearly subscription model and includes the following:

- 13-month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8AM-5PM, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

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SCHEDULER
Scheduling, Simplified.

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title

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and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Unpaid amounts may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

The Customer is entering into an agreement with Company for the purpose utilizing the Pace Scheduler software. If at any time the County determines that the services provided do not align with the agreed-upon terms or if the contractor fails to respond to issues in a timely manner, the County reserves the right to withhold payment.

Prior to withholding payment, the Customer will issue a formal written warning to Company detailing the deficiencies or concerns. If the contractor does not resolve the identified issues within the timeframe specified in the warning, the County may proceed to withhold payment until the issues are adequately addressed.
Deficiencies/concerns do not include custom development or any features/improvements outside the current software capabilities.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be renewed for additional periods of the same duration as the Term as specified in the Order Form with agreement from both parties unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall

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use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR D) FOR ANY AMOUNTS THAT, TOGETHER WITH ALL OTHER CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED $1,000,000 IN THE AGGREGATE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided that Customer receives prior written notice of such assignment. All parties must agree in writing to be bound by all terms of this Agreement, including but not limited to data security, confidentiality, privacy, and compliance obligations, which shall be no less protective than those in effect prior to the assignment.

In the event Customer data is transferred or hosted by a different entity or in a different environment as a result of such assignment, Company shall disclose in writing the identity of the assignee and any third-party hosting providers, the location(s) where Customer data will be stored or processed, and confirmation that such environment meets applicable security and compliance requirements. Customer shall have the right, upon written notice, to either continue under the assigned Agreement or terminate the Agreement without penalty. Upon termination, Company shall promptly provide Customer with a complete and usable export of all Customer data in a mutually agreed-upon format.

Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

The County is entering into an agreement with Company for the purpose of system purpose, e.g., providing services outlined in this contract]. If at any time the County determines that the services provided do not align with the agreed-upon terms or if the contractor fails to respond to issues in a timely manner, the County reserves the right to withhold payment.

Prior to withholding payment, the County will issue a formal written warning to Company [Pace Systems], detailing the deficiencies or concerns. If the contractor does not resolve the identified issues within the timeframe specified in the

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warning, the County may proceed to withhold payment until the issues are adequately addressed. Deficiencies/concerns do not include custom development or any features/improvements outside the current software capabilities.

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SECURITY STATEMENT

The Pace Scheduler is a cloud-based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

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SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all tickets within one (1) business day.

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PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: May 20, 2026
QUOTATION #: MON20260520
QUOTE VALID UNTIL: August 20, 2026

BILL TO:
Monterey County Probation
Dir. Michael Palmer
20 E. Alisal St., Salinas, CA 93901

Annual Software License (Recurring)

Description	# of Licenses	Billing Term	Total
Pace Scheduler Software License	Up to 125 users	Annual Recurring	$8,350.00
Time Clock Software License	Up to 100 users	Annual Recurring	$3,500.00
Annual Recurring Software Subtotal			**$11,850.00***

One-Time Hardware/Related Costs

Description	Qty	Billing Term	Total
Samsung Galaxy Tab Active5 (Wi-Fi, 128GB) w/ PS*	2	One-Time	$1,050.00
RAM Locking USB-C Powered Dock w/ NFC (Active5/3)*	2	One-Time	$500.00
NFC Cards (125 kHz RFID)	125	One-Time	$125.00
Tablet Configuration Fee	N/A	One-Time	$500.00
One-Time Hardware/Related Subtotal			**$2,175.00**

**On-site installation by owner/client; remote support for installation provided by Pace Scheduler*

Total Cost Summary

Description	Total
Annual Recurring Subscription Fees	$11,850.00
One-Time Fees	$2,175.00
FIRST YEAR TOTAL FEES	**$14,025.00**

Satisfaction Guarantee: Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the first 12 months of your subscription, Pace will prorate and refund the unused portion of your subscription. Refund does not include any custom development fees or Timeclock hardware/supplies.

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OPTIONAL ITEMS

Single Sign On (SSO) through MS Azure/Entra ID allows users to use their existing active directory password, instead of having to remember another new password. It also allows your IT department to maintain control over password standards, policy and security.

You would have to check with your IT department to see if they support it if you are interested.

1. Single Sign On ("SSO")	
Please check the box to add SSO through Microsoft Azure to your annual subscription of Pace Scheduler	**Check "X" in the Box Below to Include SSO**
SSO Pricing for the up to 125 users: $1,260.00/year	[ ]

Annual Recurring Subscription Fees – INCLUDING SSO	**$13,110.00**
FIRST YEAR TOTAL FEES – INCLUDING SSO	**$15,285.00**

2. Multi-Year Subscription*

Pricing subject to increase at time of subscription renewal. Purchase a multi-year subscription to lock in your pricing with no increases throughout the period.

Please check "X" in a box below if you would like to take advantage of a multi-year subscription

2 Year	3 Year	4 Year	5 Year
[ ]	[ ]	[ ]	[ ]

**Payment is due upfront for selected number of years in order to take advantage of this offer*

3. Custom Implementation Services

Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract

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PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: MON20260520

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

PACE SYSTEMS, INC

Contact Name:
Mark Liu

Title:
President

Signature:
Signed by:
Mark Liu
103EC82346E8452...

Date:
5/21/2026 | 1:01 PM PDT

Monterey County Probation

Contact Name:

Title:

Signature:

Date:

PO# (If Applicable):

Signed by:
Anne Brereton
44E083B3FBEA412...

Anne K. Brereton, Deputy County Counsel

6/1/2026 | 2:46 PM PDT

DocuSigned by:
Ma Mor
2617DD077D65495...

Chief Deputy Auditor-Controller

5/26/2026 | 10:20 PM PDT

CLIENT BILLING INFORMATION

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Date: _____

Company Information

Company Name:	*Company Address:*	
City:	*State:*	*Zip Code:*
Phone Number:	*Fax Number:*	*Website:*
Company Contact:	*Title:*	*Phone Number:*

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

Name:	*Phone:*	*Email:*

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

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In order to move forward, we will need the following from you:

1. Copy of signed Proposal (including pricing page)
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
   - **Project Lead**
   - **Co-Lead**
   - **Head of Department** - this person will be copied on correspondence and progress
   - **Payroll Contact** - person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

Introduced: 5/28/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc., to provide transitional housing services for adult offenders eligible for the AB 109 Public Safety Realignment plan, effective July 1, 2026 through June 30, 2027, not to exceed $930,029; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($93,002) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $1,023,031.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc., to provide transitional housing services for adult offenders eligible for the AB 109 Public Safety Realignment plan, effective July 1, 2026 through June 30, 2027, not to exceed $930,029; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($93,002) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $1,023,031.

SUMMARY
California Assembly Bill 109 (AB 109), Public Safety Realignment Act of 2011, allocates funding to counties for the implementation of state-mandated local programs related to adult offenders that have been realigned from State to local jurisdictions. The Probation Department (Probation) serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan for Monterey County. Funding is allocated for custody, supervision, treatment, and transitional housing services. The Probation Department recommends entering into a Standard Agreement with Turning Point of Central California, Inc. (Turning Point) to provide transitional housing services for eligible adult offenders in fiscal year 2026-2027.

DISCUSSION:
AB 109 allocates funding to counties for state-mandated local programs related to adult offenders that have been realigned from the State to local jurisdictions. The Probation Department serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan; this plan includes funding for transitional housing services.

For fiscal year 2026-2027, AB 109 funding in the amount of $921,840 has been allocated to Turning

Point to provide transitional housing services for adult offenders eligible for the program. Turning Point is a non-profit agency that provides a residential program, which offers housing with supervision and support services to up to thirty-two (32) male and female offenders for up to six (6) months. The proposed Standard Agreement will allow Turning Point to provide these services for fiscal year 2026-2027.

In addition to AB 109 funding, the State has allocated Juvenile Justice Realignment Block Grant funding (SB 823) to Probation to support costs and programs related to the impacts of the recent closure of Department of Juvenile Justice facilities. Services under the proposed Agreement with Turning Point will also be extended to SB 823 eligible participants. An estimated $8,189 in SB 823 funding will also be utilized on an as needed basis to reimburse Turning Point for services provided to qualifying clients recently released from one of Probation's Juvenile Institutions.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Standard Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal terms.

FINANCING:
FY 26-27 funding for these services is comprised from two State sources. The amount of $921,840 is provided by the State AB 109 Public Safety Realignment (AB109) allocation. The amount of $8,189 is provided by the State SB 823 (SB823) allocation. Locally, these amounts were approved for FY 26-27 distribution to Probation by the Community Corrections Partnership for the AB109 program on February 5, 2026 and by the Juvenile Justice Coordinating Council for the SB823 program on February 13, 2026. Subsequently, the total funding of $930,029 was included in Probation's FY 26-27 Recommended Budget for Appropriation Unit PRO001, Units 8163 and 8165. There is no cost to the County General Fund associated with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommendation to approve the Standard Agreement with Turning Point supports key objectives of: 1) Well Being and Quality of Life by providing housing opportunities to improve the economic circumstances of the realigned population; and 2) Safe and Resilient Communities by providing access to County services that improve quality of life and residential stability; and assisting with self-sustainability to aid in crime prevention and successful reintegration into the community.

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

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
Board Report

Agreement Turning Point of Central California, Inc -AB 109 Transitional Housing FY26-27

Introduced: 5/28/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc., to provide transitional housing services for adult offenders eligible for the AB 109 Public Safety Realignment plan, effective July 1, 2026 through June 30, 2027, not to exceed $930,029; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($93,002) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $1,023,031.

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

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
Board Report
Agreement Turning Point of Central California, Inc -AB 109 Transitional Housing FY26-27

Docusign Envelope ID: 3B9C9F0B-4DB5-80BE-8123-47B05199F106

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:

Turning Point of Central California, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Transitional housing services for eligible Post Release Community Supervision (PRC those sentenced pursuant to Penal Code 1170 (h)(5)(b), referred to as Mandatory Supervision, and Intensive Supervision probationers

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: **$** 930,029.10.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: AB 109 Grant Guidelines

Exhibit C: Public Safety Realignment Act of 2011

Docusign Envelope ID: 3B9C9F0B-4DB5-80BE-8123-47B05199F106

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.

Docusign Envelope ID: 3B9C9F0B-4DB5-80BE-8123-47B05199F106

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Jose Ramirez
Name
Chief Probation Officer
Title
20 E. Alisal Street, Salinas, CA 93901
Address
(831) 755-3913, Fax (831) 759-7246
Phone

FOR CONTRACTOR
Ryan Banks,
Name
Chief Executive Officer
Title
PO Box 7447, Visalia, CA 93920
Address
(559) 732-8086
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 **********

Introduced: 5/21/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Public Defender or their designee to execute a non-standard Agreement with Axon Enterprise, Inc., for digital evidence management system in the amount of $1,214,803 for a ten-year term of July 1, 2026 through July 31, 2036;
b. Accept the risk provisions as recommended by the Public Defender;
c. Authorize the Public Defender or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the Public Defender to issue purchase orders on an as-needed basis pursuant to this agreement over the period of July 1, 2026 through July 31, 2036.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Public Defender or their designee to execute a non-standard Agreement with Axon Enterprise, Inc., for digital evidence management system in the amount of $1,214,803 for a ten-year term of July 1, 2026 through July 31, 2036;
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c. Authorize the Public Defender or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the Public Defender to issue purchase orders on an as-needed basis pursuant to this agreement over the period of July 1, 2026 through July 31, 2036.

SUMMARY:
The Public Defender currently relies on the County's servers and Defender by Karpel (Karpel) case management system to store digital evidence. Implementing Axon's cloud-based evidence management platform would provide seamless integration with Karpel, improve access to digital evidence, and leverage AI-powered tools to streamline evidence review and enhance attorney and investigator workflows.

DISCUSSION:
The volume and complexity of digital evidence in criminal cases continues to grow significantly. Body-worn camera footage, surveillance video, digital photographs, audio recordings, cell phone extractions, and other electronic records now constitute a substantial portion of the evidence reviewed

by attorneys and investigators. The Public Defender's Office currently relies on County servers and Defender by Karpel (Karpel) case management system to store and manage information. As digital evidence files become larger and more numerous, the need for a more efficient and economical solution has become increasingly important.

Implementing Axon, a cloud-based digital evidence management platform, integrated directly with Karpel, would provide a comprehensive solution for managing, reviewing, and organizing digital evidence. The integration would allow users to access evidence directly from the case management system without the need to navigate multiple platforms, reducing administrative burden and improving workflow efficiency.
Axon's artificial intelligence and automated review tools would further enhance the office's ability to analyze large volumes of evidence. Features such as searchable transcripts, automated audio and video processing, and advanced evidence organization tools can significantly reduce the time attorneys and investigators spend reviewing evidence. This allows staff to focus more of their time on case preparation, client advocacy, and investigative activities rather than administrative tasks.
Additionally, cloud-based storage provides a more scalable and secure environment for managing digital evidence. As evidence files continue to increase in size, reliance on local server storage can create capacity challenges and increased infrastructure costs. Axon offers a secure platform designed specifically for criminal justice agencies, ensuring evidence is stored, managed, and shared efficiently while maintaining appropriate security controls and chain of custody documentation.
The integration of Axon and Karpel would modernize the Public Defender's evidence management processes, improve operational efficiency, strengthen case preparation, and help ensure that attorneys and investigators have timely access to critical information needed to provide effective representation to clients.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form.

FINANCING:
The costs associated with this agreement are included in the existing Public Defender’s FY 2026-27 Adopted Budget, Fund 001, department 2270, Budget Unit 8169, Appropriation Unit PUB001. Future year’s costs will be included in the respective annual budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This contract meets the Board’s strategic initiatives by creating a safe environment for people to achieve their potential, leading business and communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_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 [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

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

Prepared by: Becky Avila, Management Analyst II, Ext. 3048
Approved by: Raymond Buenaventura, Public Defender, Ex. 5806

Attachments:
Board Report
Agreement with Axon Enterprise Inc.

..Title

a. Approve and authorize the Public Defender or their designee to execute a non-standard Agreement with Axon Enterprise, Inc., for digital evidence management system in the amount of $1,214,803, for a ten-year term of July 1, 2026 through July 31, 2036;
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d. Authorize the Public Defender to issue purchase orders on an as-needed basis pursuant to this agreement over the period of July 1, 2026 through July 31, 2036.

..Report

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a. Approve and authorize the Public Defender or their designee to execute a non-standard Agreement with Axon Enterprise, Inc., for digital evidence management system in the amount of $1,214,803, for a ten-year term of July 1, 2026 through July 31, 2036;
b. Accept the risk provisions as recommended by the Public Defender;
c. Authorize the Public Defender or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the Public Defender to issue purchase orders on an as-needed basis pursuant to this agreement over the period of July 1, 2026 through July 31, 2036.

SUMMARY

The Public Defender currently relies on the County's servers and Defender by Karpel (Karpel) case management system to store digital evidence. Implementing Axon's cloud-based evidence management platform would provide seamless integration with Karpel, improve access to digital evidence, and leverage AI-powered tools to streamline evidence review and enhance attorney and investigator workflows.

DISCUSSION:

The volume and complexity of digital evidence in criminal cases continues to grow significantly. Body-worn camera footage, surveillance video, digital photographs, audio recordings, cell phone extractions, and other electronic records now constitute a substantial portion of the evidence

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Implementing Axon, a cloud-based digital evidence management platform, integrated directly with Karpel, would provide a comprehensive solution for managing, reviewing, and organizing digital evidence. The integration would allow users to access evidence directly from the case management system without the need to navigate multiple platforms, reducing administrative burden and improving workflow efficiency.

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The integration of Axon and Karpel would modernize the Public Defender's evidence management processes, improve operational efficiency, strengthen case preparation, and help ensure that attorneys and investigators have timely access to critical information needed to provide effective representation to clients.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form.

FINANCING:

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This contract meets the Board's strategic initiatives by creating a safe environment for people to achieve their potential, leading business and communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

____ Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future

__X__ Safe and Resilient Communities

____ Diverse and Thriving Economy

____ Dynamic Organization and Employer of Choice

Prepared by: Becky Avila, Management Analyst II, Ext. 3048

Approved by: Raymond Buenaventura, Public Defender, Ext. 5806

Attachments:

Board Report

Agreement with Axon Enterprise Inc.

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:

Axon Enterprise, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Digital evidence management system to store all digital evidence and integrate with current case management system.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $1,214,803.20

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to July 31 2036, 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: Axon Quote dated 2/5/26

Exhibit C: Omnica Contract Axon Body Camera MAD

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Thomas O'keefe, Chief Assistant Public Defender
Adress: 168 West Alisal Street, Second Floor, Salinas, CA. 93901
Phone: (831) 755-05180

FOR CONTRACTOR:
Name and Title: Robert Driscoll, Deputy General Counsel
Adress: 17800 North 85th Street, Scottsdale, AZ. 85255
Phone: (800) 978-2737

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel[1] Susan K. Blitch, County Counsel
By:
County Counsel
Date:
Reviewed as to Liability Provisions Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Contractor/Business Name*
By:
(Signature of Chair, President, or Vice-President)
Name and Title
Date:
By:
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Name and Title
Date:

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT-A

To Agreement by and between
Monterey County Public Defender, hereinafter referred to as "County"
AND
Axon Enterprises Inc., 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:

a. CONTRACTOR shall provide services to the Public Defender to store unlimited data in County's Axon Evidence account.
b. CONTRACTOR shall provide two Axon sites, one for Juvenile cases and the other for adult cases.
c. CONTRACTOR shall provide Axon Investigate- Third Party Video Support service and Axon Justice PSO Standard Deployment.
d. CONTRACTOR may place content that County has not viewed or accessed for six months into archival storage. Content in archival storage will not immediate availability and can take up to twenty-four hours to access.
e. CONTRACTOR shall provide the following software bundles:
    a. Axon Evidence Storage Third Party Unlimited
    b. Axon Brief One for Justice
    c. Policy Chat
    d. Axon Unlimited Smart Detection
    e. Axon Community Link
    f. Axon Evidence Redaction Assistant User License
    g. Axon Evidence Storage Unlimited (Axon Device)
    h. Axon Evidence Ecom License Pro
    i. Axon Auto Transcribe Justice Access
    j. Axon Evidence Discovery Module Access
    k. Mobile Device Extraction Viewer (estimated start date 8/1/26)

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,214,803.20 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:

YEAR	AMOUNT
July 2026	$101,184.00
July 2027	$105,231.36
July 2028	$109,440.61
July 2029	$113,818.24
July 2030	$118,370.97
July 2031	$123,105.81
July 2032	$128,030.04
July 2033	$133,151.24
July 2034	$138,477.29
July 2035	$143,993.64
Total	$1,214,803.20

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

EXHIBIT B

Q-756773-46058BC

Issued: 02/05/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 611752

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
168 W. Alisal St 168 W ALISAL ST SALINAS, CA 93901-2487 USA	Monterey County Office of the Public Defender 168 W ALISAL ST SALINAS CA 93901-2487 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Campbell Phone: Email: bcampbell@axon.com Fax:	Becky Avila Phone: (831)755-5058 Email: avilar@countyofmonterey.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$1,214,803.20
ESTIMATED TOTAL W/ TAX	$1,214,803.20

Discount Summary

Average Savings Per Year	$188,844.35
TOTAL SAVINGS	$1,888,443.46

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$101,184.00	$0.00	$101,184.00
Jul 2027	$105,231.36	$0.00	$105,231.36
Jul 2028	$109,440.61	$0.00	$109,440.61
Jul 2029	$113,818.24	$0.00	$113,818.24
Jul 2030	$118,370.97	$0.00	$118,370.97
Jul 2031	$123,105.81	$0.00	$123,105.81
Jul 2032	$128,030.04	$0.00	$128,030.04
Jul 2033	$133,151.24	$0.00	$133,151.24
Jul 2034	$138,477.29	$0.00	$138,477.29
Jul 2035	$143,993.64	$0.00	$143,993.64
Total	**$1,214,803.20**	**$0.00**	**$1,214,803.20**

Quote Unbundled Price:	**$3,103,046.40**
Quote List Price:	**$1,345,941.60**
Quote Subtotal:	**$1,214,803.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00031	JUSTICE PREMIER PLUS PLAN	62	120	$415.06	$178.89	$163.28	$1,214,803.20	$0.00	$1,214,803.20
A la Carte Services									
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1			$15,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,214,803.20**	**$0.00**	**$1,214,803.20**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
JUSTICE PREMIER PLUS PLAN	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	101866	AXON BRIEF ONE FOR JUSTICE	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	101905	POLICY CHAT	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	101966	AXON UNLIMITED SMART DETECTION	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	102610	AXON COMMUNITY LINK	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	62	07/01/2026	06/30/2036
JUSTICE PREMIER PLUS PLAN	102525	MOBILE DEVICE EXTRACTION VIEWER	62	08/01/2026	06/30/2036

Services

Bundle	Item	Description	QTY
JUSTICE PREMIER PLUS PLAN	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	62
A la Carte	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	168 W ALISAL ST	SALINAS	CA	93901-2487	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 1	S00031	JUSTICE PREMIER PLUS PLAN	62	$101,184.00	$0.00	$101,184.00
Total				**$101,184.00**	**$0.00**	**$101,184.00**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 2	S00031	JUSTICE PREMIER PLUS PLAN	62	$105,231.36	$0.00	$105,231.36
Total				**$105,231.36**	**$0.00**	**$105,231.36**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 3	S00031	JUSTICE PREMIER PLUS PLAN	62	$109,440.61	$0.00	$109,440.61
Total				**$109,440.61**	**$0.00**	**$109,440.61**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 4	S00031	JUSTICE PREMIER PLUS PLAN	62	$113,818.24	$0.00	$113,818.24
Total				**$113,818.24**	**$0.00**	**$113,818.24**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 5	S00031	JUSTICE PREMIER PLUS PLAN	62	$118,370.97	$0.00	$118,370.97
Total				**$118,370.97**	**$0.00**	**$118,370.97**

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 6	S00031	JUSTICE PREMIER PLUS PLAN	62	$123,105.81	$0.00	$123,105.81
Total				**$123,105.81**	**$0.00**	**$123,105.81**

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00

Jul 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 7	S00031	JUSTICE PREMIER PLUS PLAN	62	$128,030.04	$0.00	$128,030.04
Total				**$128,030.04**	**$0.00**	**$128,030.04**

Jul 2033						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 8	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 8	S00031	JUSTICE PREMIER PLUS PLAN	62	$133,151.24	$0.00	$133,151.24
Total				**$133,151.24**	**$0.00**	**$133,151.24**

Jul 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 9	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 9	S00031	JUSTICE PREMIER PLUS PLAN	62	$138,477.29	$0.00	$138,477.29
Total				**$138,477.29**	**$0.00**	**$138,477.29**

Jul 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 10	S00031	JUSTICE PREMIER PLUS PLAN	62	$143,993.64	$0.00	$143,993.64
Total				**$143,993.64**	**$0.00**	**$143,993.64**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Omnia Contract 3544-21-4615 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/5/2026

EXHIBIT C

UNIVERSITY OF NEBRASKA

MASTER AGREEMENT #3544-21-4615

for

Body Worn Cameras and Related Products and Services

with

Axon Enterprise, Inc.

Effective: December 21, 2022

The following documents comprise the executed contract between The University of Nebraska and Axon Enterprise, Inc., effective December 21, 2022:

I. Master Agreement
II. The University of Nebraska – RFP #3544-21-4615, incorporated by reference
III. Supplier's Response to the RFP, incorporated by reference

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UNIVERSITY OF NEBRASKA
MASTER AGREEMENT
3544-21-4615

This Master Agreement (the "Agreement") sets forth the terms between The Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska for and on behalf of the University of Nebraska Medical Center,having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and Axon Enterprise, Inc., having anaddress at17800 N. 85th Street, Scottsdale, Arizona 85255 (the "Service Provider") with regard to the performance by Service Provider of the services contemplated herein.

RECITALS

WHEREAS, the University desires to obtain the services of the Service Provider; and

WHEREAS, the Service Provider claims to have expertise and experience to provide such services for the University;

THEREFORE, the University and the Service Provider hereby agree to the following terms, obligations and conditions
:

1. Description of Services. The Service Provider agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified in an attached proposal and/or scope of work for each engagement which references this Agreement, and in accordance with the supplemental terms attached hereto as Attachment A and Appendix A. The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement. The attachments, appendices, addendums, any exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

2. Payment. In full consideration for the Services performed by the Service Provider under this Agreement, the University shall pay or cause to be paidto the Service Provider the total fee and any incidentals pursuant to the schedule identified in attached documents, including but not limited to quotes and order forms, to this Agreement, attached hereto and incorporated by reference herein, and upon submissionof an invoice to University by the Service Provider. Any additional incidental or reimbursable expenses not described in Exhibit A must be agreed to in writing by an authorized University representative. Along with its invoice, the Service Provider shall submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon incidental or reimbursable expenses. Service Provider is expected to comply with applicable policies and procedures, including but not limited to those stated within the University of Nebraska TravelPolicy (accessible at https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). The University, in its sole discretion, may decline to reimburse incidental or reimbursable expenses that fail to comply with applicable policies andprocedures. All payments due to Service Provider shall be made on a net 30 day basis. The Service Provideragrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes f rom any payments to the Service Provider hereunder, unless required by law.

3. Term. The term of this Agreement shall begin on the date fully executed and remain in place for five (5) year(s). The contract may be renewed, by mutual agreement of both parties, in writing for three (3) additional one (1) year periods upon completion of the initial base contract period, provided written mutual concurrence of both parties is exercised in writing prior to the expiration of the existing contract. The length of the contract in its entirety will not exceed eight (8) years ("Term"). The University of Nebraska reserves the right to contract certain work as needed to provide emergency or timely services, introduction of new technology and/or as a result of general market conditions.

4. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University, non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure, or information that, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. The Service Provider agrees to use the same degree of care it usesto protect its own confidential information

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and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3)years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.

5. Ownership Intellectual Property Rights. Service Provider owns and reserves all right, title, and interest in goods and services and suggestions to Service Provider, including all related intellectual property rights. The University will not intentionally cause any Service Provider proprietary rights to be violated.

6. Termination. In the event that either party commitsa material breach of this Agreement and fails to remedyor cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at lawor in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, the University may terminate this Agreement for its convenience upon thirty (30) days prior written notice to the Service Provider. Upon any termination, the University shall promptly pay the Service Provider for all services rendered and costs incurred up to and including the effective date of termination or Service Provider will refund to University a prorated share of any prepaid fees.

7. Representations and Warranties. The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider agrees to hold University and its respective assigns andlicensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of theServices or any infringement of any United States patent, copyright, trade infringement, or other intellectual property right arising out of the manufacturer, delivery and use of any goods or Services by the University. Services Provider's indemnification obligations within this paragraph do not extend to claims do not apply to claims based on (a) modification of the goods or services by the University or a third party not approved by Service Provider; (b) use of the goods or services in combination with hardware or services not approved by Service Provider; (c) use of goods or services in a manner other than as permitted in this Agreement; or (d) use of infringing software that is not the most current release provided by Service Provider.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreementon behalf of each party has been properly authorized and empowered to enter into this Agreement.

8. Independent Service Provider. The Service Provider is an independent Service Provider and is solely responsible for maintenance and payment of anyand all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.

9. Liability. Service Provider agrees to indemnify andhold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind brought by a third party, to the extent arising out of or in connection with the negligent or willfully wrongful performance of the Services by theService Provider.

10. Insurance. The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additionalinsured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for theprovision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured priorto commencement of such work.

11. Assignment. This Agreement is non-assignableand non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void. The foregoing restriction on assignment shall not apply to a transfer to any of Service Provider's affiliates or to any successor corporation as the result of a merger, acquisition or internal reorganization.

12. Amendment. This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereofand may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.

13. Governing Law and Forum. This Agreement shallbe governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

14. Conflict of Interest. No article or service shall be

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purchased f rom any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of theconflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If ServiceProvider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevantinformation concerning any potential conflict of interest under this Agreement. In the event the potential conflictof interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

15. Personal Use Prohibited. University funds shallnot be expended for articles or services which are for the personal use of staff or faculty members.

16. Work Status Verification. The Service Provider and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing serviceswithin the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

17. Debarment List. No contract shall be awarded to any Service Provider/Bidder listed on the General Services Administration's List of Parties Excluded f rom Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed $25,000, Service Provider/Bidder specifically warrants and represents that it is not included on the Debarment List. Service Provider/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Service Provider.

18. Change Proposals. Material changes in scope, rush delivery, rework of items already approved or requests for additional revision cycles, services and/or deliverables beyond those listed herein hereafter knownas change orders, shall not be effective until authorized representatives of both Parties execute a mutually acceptable written change order to this Agreement. Any fees arising from change orders, additional services, or deliverables not reflected herein will be invoiced upon completion. Change orders agreed to byemail shall be valid and enforceable as if made part of this Agreement.

19. Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Service Provider to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

20. Equal Opportunity. This Service Provider and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals basedon their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered Service Providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

21. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither itnor any of its subcontractors shall discriminate againstany employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege ofemployment because of the race, color, religion, sex, disability, or national origin of the employee orapplicant.

22. Logos or University Marks. The Service Provider shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designatedby the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.

23. Right to Audit Privilege. The University reservesthe right to audit or inspect work performed by the Service Provider under this Agreement. The Universitymay participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this Agreement have been performed in accordance to the

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procedures indicated.

24. Continuation of Services. Service Provider agreesto continue to honor its ongoing obligations under this Agreement without interruption in the event of a bonafide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals.

25. Purchase Order Requirement. A Purchase Ordershall be issued by the University to the Service Providerfor payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the appropriate Purchase Order number to be eligible for payment.

26. Compliance. Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

27. Incorporation and Priority of Documents. Each document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if the Ancillary Document is signed by an authorized signatory from each party. Notwithstanding the foregoing, any Ancillary Document attached to the Agreement at execution constitutes part of this Agreement without execution of the Ancillary Document by the parties.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: 1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); 2) this Agreement and any solicitation, purchase order, addendum, exhibit, attachment, or appendix issued by the University and incorporated by reference into this Agreement; and 3) each bid, proposal, quotation, statement of work, or other Ancillary Document incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Service Provider's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Service Provider's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

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The Board of Regents of the University of Nebraska (the University)

Signature: Chris Kabourek **Date:** 12/21/22 | 12:48 CST

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Full Legal Name of Undersigned (the Undersigned) Axon Enterprise, Inc.

Signature: Robert E Driscoll **Date:** 12/16/2022 | 12:06 PM MST
55DAEBB131A4424...

Printed Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.

With copies provided to:
University Procurement Services
ATTN: Contract Administration
1700 Y Street
Lincoln, NE 68588

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

To the University:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

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Attachment A to University of Nebraska Master Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Board of Regents of the University of Nebraska ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement, together with the University of Nebraska Master Agreement ("Master Agreement") to which it is attached, act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"Agency Content" has the meaning given in Axon Cloud Services Terms of Use Appendix. Axon recognizes and agrees that Agency Content may contain Personal Data, even if the presence of such data is not disclosed and even if such data is not labeled or otherwise identified.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"Personal Data" has the meaning given in Axon Cloud Services Terms of Use Appendix.

"**Non-Content Data**" has the meaning given in Axon Cloud Services Terms of Use Appendix.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term and Survival**. This Term of the Master Agreement shall be as detailed therein ("**Term**").

All subscriptions purchased under this Agreement including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin upon the date specified in the relevant Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**"). If a subscription has not yet expired or been terminated at the end of the Term of the Master Agreement (as may have been extended), such subscription does not terminate and will continue to be governed by the terms of the Agreement and Master Agreement until the subscription's expiration or termination.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency shall provide Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

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7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices**. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Except to the extent such limitations are prohibited by applicable law, Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed $500,000.00. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency, provided that it does not materially derogate the overall quality of the Services. Axon will notify the Agency of design

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change, at the same time it notifies its general customer base, in the event such design change is in response to a known product defect.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance, as described in the Master Agreement.

13 **Indemnification**. Axon will indemnify Agency, Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights (an "Indemnifiable Claim"). Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

In case of any indemnifiable claim under Section 15, Axon shall, at its own option, promptly:

15.1 Secure for Agency the right to continue using the Services;

15.2 Replace or modify the Services to make it non-infringing, provided such modification or replacement does not materially degrade any functionality listed in the functional and technical specifications set forth in this Agreement of the documentation for the Services; or

15.3 If such remedies are not commercially practical in Axon's reasonable opinion, refund the fee paid for the Services for every month remaining in the term of the Agreement following the date after which Agency ceases using the Services.

If Axon exercises its rights pursuant to subsection 15.3, Agency shall promptly cease all use of the Services.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices, except for Indemnifiable Claims under Section 15.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section

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as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 1-year thereafter. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Such disclosure shall not be a violation of this Section 18. Axon may publicly announce information related to this Agreement.

19 **Use and Disclosure of Agency Content**. Axon may access and use Agency Content solely as necessary to provide the Services to Agency, and unless it receives Agency's prior written consent, Axon: (1) shall not access or use Agency Data for any purpose other than to provide the Services, consistent with its Cloud Services Privacy Policy attached hereto; and (2) shall not give any third-party access to Agency Data, except subcontractors subject to section 26 and Axon's Cloud Services Privacy Policy attached hereto.

20 **Injunction and Enforcement**. Axon agrees that: (1) no adequate remedy exists at law if it fails to perform or breaches any of its obligations in this Agreement; (2) it would be difficult to determine the damages resulting from its breach of this Agreement, and such breach would cause irreparable harm to Agency; and (3) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Agency prove actual damage or post a bond or other security. Axon waives any opposition to such injunctive relief or any right to such proof, bond, or other security. Axon's obligations in this Agreement (without limitation) apply likewise to Axon's successors, including without limitation to any trustee in bankruptcy. (This section does not limit either party's right to injunctive relief from breaches not listed.)

21 **Privacy and Security Law Compliance**. Axon shall comply with all applicable laws and regulations, governing Axon's access to, use of, and handling of Agency Content.

22 **Approved Region and Data Centers**. Axon shall not transfer Agency Content (or allow its subcontractors to transfer Agency Content) outside the United States unless it receives Agency's prior written consent.

23 **Agency Access**. Agency may access and copy any Agency Content in Axon's possession at any time. Axon shall reasonably facilitate such access and copying promptly after Agency's request, provided Axon may charge its reasonable then-standard fees for any such access and copying or for any related deconversion of data.

24 **Deletion**. Except as set forth in this Agreement, Axon shall not erase Agency Content or any copy thereof without Agency's prior written consent. Further, Axon shall: (1) halt Agency Content deletion promptly if Agency informs Axon that any Agency Content is subject to electronic discovery or otherwise relevant to potential litigation; and (2) at such times as Agency may request (including without limitation as a result of Consumer Requests made mandatory by applicable law), promptly erase all Agency Content from all systems under Axon's control and direct and ensure erasure by any and all of its subcontractors that have access to Agency Content. In erasing Agency Content as required by the Agreement, Axon shall leave no data readable, decipherable, or recoverable on its computers or other media or those of its subcontractors, using the best erasure methods commercially feasible. Upon request after any erasure of Agency Content or any part of it, Axon shall certify such erasure to Agency in writing.

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25 **General Security.** Without limiting the generality of its obligations elsewhere in this Agreement, Axon shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Agency Content.

26 **Employees and Subcontractors.** Axon shall not permit any of its employees, subcontractors, or subcontractor employees to access Agency Content except to the extent that such individual or company needs access to facilitate the Services and is subject to a reasonable written agreement with Axon, or in case of employees, a reasonable written employment policy protecting such data, with terms consistent with those of this Agreement.

27 **Audits**. Axon shall retain a certified public accounting firm to perform an annual audit of the data protection features of the Services and to provide a SOC 2 Type II report, pursuant to the then-current standards of the American Institute of Certified Public Accountants (the "AICPA"). If the AICPA revises its relevant reporting standards, Axon shall retain such accounting firm to provide the report that then most resembles a SOC 2 Type II report. In addition, Axon shall annually conduct its own internal security audit and address security gaps. Axon shall give Agency a copy of the most current report from each audit listed above upon request.

28 **Audit and Test Results**. Any report or other result generated through the tests or audits required by section 27 of this Agreement will be Axon's Confidential Information pursuant to section 18 of this Agreement. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Axon's provision of the Services, Axon shall exercise reasonable efforts promptly to address such deficiencies and changes, including without limitation by revising the information security program described in section 4 of the Axon Cloud Services Terms of Use Appendix.

29 **Data Incidents**. Axon shall implement and maintain a program for managing unauthorized disclosure of, access to, or use of Agency Content (a "Data Incident"). In case of a Data Incident, or if Axon suspects a Data Incident, Axon shall: (1) promptly, and in any case within forty-eight (48) hours, notify Agency by telephone, in person, or by other real-time, in-person communication; (2) cooperate with Agency and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to Agency in notifying injured third parties; and (3) otherwise comply with applicable laws governing data breach notification and response, including Neb. Rev. Stat. §§ 87-801 through 87-808. In addition, if the Data Incident results from Axon's breach of the Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Axon shall (a) compensate Agency for any reasonable expense related to notification of consumers and (b) provide one (1) year of credit monitoring service to any affected individual. Axon shall give Agency prompt access to such records related to a Data Incident as Agency may reasonably request, and such records will be Axon's Confidential Information pursuant to section 18 (Confidentiality) of this Agreement; provided Axon is not required to give Agency access to records that might compromising the security of Axon's other customers. This section does not limit Agency's other rights or remedies, if any, resulting from a Data Incident.

30 **Services Warranties**. Axon warrants that:

30.1 During the term of this Agreement and subject to Axon's rights to make improvements pursuant to Section 10 of the Agreement, the Services will perform materially as described in the documentation for the Services;

30.2 Axon is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto;

30.3 Axon has and will maintain the full power and authority to provide the Services described in the Agreement (a) without the further consent of any third party and (b) without conditions or requirements not set forth in the Agreement;

30.4 Axon employs and will employ industry standard or better protections to prevent unauthorized disclosure of or access to personally identifiable information Agency provides to the Services;

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30.5 Axon will comply with those laws governing the privacy and security of such information and generally applicable to data processors in the jurisdictions in which Axon does business;

30.6 Axon will perform professional services in a professional and workmanlike manner;

30.7 Axon has the full right and authority to enter into, execute, and perform its obligations under this Agreement and to the best of its knowledge, as of the date of original signature on the Master Agreement, no pending or threatened claim or litigation known to Axon would have a material adverse impact on its ability to perform as required by this Agreement; and

30.8 The Services and any media used to distribute it contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems;

30.9 Axon's performance of the Services will comply with all applicable laws, including without limitation federal, national, state, provincial, and local.

31 **Axon Cloud Services Service Levels**. Axon shall make commercially reasonable efforts to make Axon Cloud Services available 99.99% of the time. In the event that Axon fails to make Axon Cloud Services available to the defined Monthly Uptime Percentage set forth below, Agency may be entitled to Service Credits, which are awarded as days of Axon Cloud Services usage added to the end of the Subscription Term at no charge to Agency, as further set forth in the attached Service Level Agreement.

Monthly Uptime Percentage	Service Credits in Days
Less than 99.9%	3
Less than 99.0%	7

32 **Breach of Professional Services Warranty**. In case of breach of the warranty in subsection 30.6, Axon, at its own expense, shall promptly re-perform the professional services in question. The preceding sentence, in conjunction with Agency's right to terminate the Agreement where applicable, states Agency's sole remedy and Axon's entire liability for breach of the warranty in subsection 30.6.

33 **Third-Party Terms**. Use of software or services other than those provided by Axon is solely governed by the terms, if any, entered into between Agency and the respective third-party provider.

34 **General**.

34.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

34.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

34.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

34.4 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

34.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

34.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization,

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or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

34.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

34.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

34.9 **Survival**. The following sections will survive termination: Payment, Warranty, Services Warranties, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it.

34.10 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Attn: Street Address City, State, Zip Email

34.11 **Entire Agreement**. The Master Agreement, together with this Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. In the event of a conflict between the Master Agreement and this Agreement, the Master Agreement shall take precedence. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: DocuSigned by: Robert E Driscoll 55DAEBB131A4424...	Signature: Chris Kabourek
Name: Robert E Driscoll	Name: Chris Kabourek
Title: VP, Assoc. General Counsel	Title: Senior VP | CFO
Date: 12/16/2022 | 12:06 PM MST	Date: 12/21/22 | 12:48 CST

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, which is incorporated by reference into and appended to this Agreement. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products. Notwithstanding the provisions anything to the contrary in this Agreement, Axon may disclose Agency Content or Non-Content Data as required by applicable law or by proper legal or governmental authority. Axon shall give Agency prompt notice of any such legal or governmental demand and reasonably cooperate with Agency in any effort to seek a protective order or otherwise to contest such required disclosure, at Agency's expense. No revision of Axon's privacy policy will alter Agency's rights and remedies in this Agreement.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Except as set forth in this Agreement, Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

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12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and shall thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item,"

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"commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds

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will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Skydio Terms of Use Appendix

1 Definitions.

"**Advanced Software**" means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio's characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

"**Advanced Software Package**" means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

"**Authorized Devices**" are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

"**Base Software**" means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio's base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

"**Customer**" means the customer procuring Skydio Products or services.

"**Error**" means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

"**Skydio License Term**" means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

"**Mobile Apps**" means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

"**Onboard Software**" means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

"**Skydio Privacy Policy**" means Skydio's privacy policy located at https://www.skydio.com/privacy-policy and as it may be amended from time to time by Skydio in its sole discretion.

"**Product**" means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

"**Skydio Hardware**" means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

"**Skydio Software**" means Onboard Software and Mobile Apps.

"**Support Term**" means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software

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Package purchased hereunder.

"**Updates**" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 **License**. Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:

2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;

2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;

2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("**Advanced Software License"**); and

2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 **Additional License Terms**. Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("**Authorized Units**").

3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 **Limitations and Restrictions**. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any

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Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

5 **Transferability**. Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.

6 **Evaluation License**. Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("**Evaluation License**"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.

7 **Updates**. The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.

8 **Proprietary Notices**. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.

9 **Intellectual Property**. Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.

10 **Fees**. Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.

11 **Third Party Software and Open Source Software**. The Skydio Software may include third party software, and open source software ("**OSS**"), and such software is provided under separate license terms.

11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The

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OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

11.2 The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.

12 **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13 **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.

13.1 **Paid License Term**. Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.

13.2 **Free or Trial License Term**. If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.

13.3 **Termination**. Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.

14 **End of Life**. Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio

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Product End of Life Policy, which is available at https://support.skydio.com/hc/en-us/articles/360057153714, and is hereby incorporated by reference herein.

15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at https://skydio.com/warranty-terms ("**Limited Warranty**").

16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

17 **Safety and Compliance**. Any use of the Skydio Hardware shall comply with all laws. Any use of the Skydio Hardware by Customer and its authorized users shall be in accordance with the information and warnings set forth at https://www.skydio.com/safety (the "**Safety and Operating Guide**"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.

18 **Feedback**. If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "**Submissions**"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.

19 **Privacy**. Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.

20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at https://www.mapbox.com/legal/tos/ , including the Mapbox Government Terms of Service, which can be found at https://www.mapbox.com/legal/usg-tos, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.

21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each

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Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable ("**Error**"), all in accordance with Skydio's support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing ("**Administrators**"). If a person named as an Administrator leaves Customer's employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.

23 **Indemnification.** Skydio will indemnify Customer's officers, directors, and employees ("**Customer Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer's negligence or willful misconduct, or claims under workers compensation.

24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio's expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio's IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.

25 **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer's authorized end user; and (c) a dispute between Customer and a third-party over Customer's use of Skydio Products.

26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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legal@skydio.com

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Axon Commander™ Software Appendix

5 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

7 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
7.5 use trade secret information contained in Commander;
7.6 resell, rent, loan or sublicense Commander;
7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

9 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

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5.1 the design, structure and naming of API Service fields in all responses and requests;
5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
5.3 the structure of and relationship of API Service resources; and
5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
6.3 misrepresent the source or ownership; or
6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

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Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

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AXON CLOUD SERVICES PRIVACY POLICY

Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy ("**Policy**") applies only to the information that Axon Enterprise, Inc. ("**Axon**") collects and you or your employer (collectively, "**Customer**") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records,** and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "**Axon Products**" means:
  (1) Axon Cloud Services;
  (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
  (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
  (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "**Customer Data**" means:
  (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
  (2) "Non-Content Data", which means:

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(a) “Customer Entity and User Data”, which means Personal Data and non-Personal Data regarding Customer’s Axon Cloud Services tenant configuration and users;
(b) “Customer Entity and User Service Interaction” Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
(c) “Service Operations and Security Data”, which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
(d) “Account Data”, which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer’s account and administrative data associated with the account; and (e) “Support Data”, which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **“Data Controller”** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **“Data Processor”** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **“Data Exporter”** means the Data Controller who transfers the Personal Data.
- **“Data Importer”** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country’s system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament (“**GDPR**”)
- **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

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Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

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Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

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REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland *Starting Q2 2021, new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located is in the United States and may be located in Customer's selected economic area for Customer Content.

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Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in “Data Collection and Processing Activities” section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's “Onward Transfer Principle”, Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

Axon Sub-Processors

Understand the server locations, data processed, and functions performed.
Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.
You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request here.

For a complete list of Axon Sub-Processors, click here.

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer’s Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular

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registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that

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Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google's Cloud Messaging and Apple's Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

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Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

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Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the Axon Cloud Services Security Incident Handling and Response Statement.

Data Portability, Migration, and Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

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DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

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In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services)**: Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API services.

  Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

  Axon encourages Users to review YouTube's Terms of Service (https://www.youtube.com/t/terms) and Google's Privacy Policy (http://www.google.com/policies/privacy) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance as set forth in the Master Agreement and any appendices thereto.

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How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

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Appendix A – UNIVERSITY OF NEBRASKA TECHNOLOGY
Software/Services Standardized Agreement Language

Introduction

The purpose of this document is to incorporate specific terms and conditions pertinent to technology at the University of Nebraska. This document addresses select topics of particular importance to Information Technology Services ("ITS") in order to be compliant with Board of Regents Policies, as well as Nebraska State laws.

1. INCORPORATION BY REFERENCE

This UNIVERSITY OF NEBRASKA TECHNOLOGY Software/Services Standardized Agreement Language is attached to and incorporated by reference into the Master Agreement ("Agreement") between Axon Enterprise, Inc. ("Service Provider") and the Board of Regents of the University of Nebraska as Appendix A.

2. OWNERSHIP AND PROPRIETARY RIGHTS

2.1 Service Provider owns and retains all right, title and interest in Service Provider-Owned Materials. ITS owns and retains all right, title and interest in ITS's Owned Materials. ITS Students own and retain all right, title and interest in ITS Student-Owned Material. ITS acknowledges and agrees that, unless otherwise agreed by Service Provider in writing, Service Provider is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other Service Provider-Owned Materials used by Service Provider in the course of its provision of services hereunder. ITS also acknowledges and agrees that in entering into this Agreement, ITS acquires no ownership rights in Service Provider-Owned Materials. ITS shall not copy, transfer, sell, distribute, assign, display, or otherwise make Service Provider-Owned Materials available to third parties. Service Provider acquires no rights of ownership in or to the ITS owned Materials or the Student-Owned Materials; or anything that is provided to Service Provider by ITS, including but not limited to business processes, software and related documentation. Any modifications or enhancements to the ITS Owned Materials or the Student-Owned Materials including those suggested or implemented by Service Provider, shall belong to ITS. Service Provider agrees that its rights to use any such materials or data provided by ITS, including all ITS-owned Materials is limited to such use as is necessary to permit Service Provider to perform Services and obligations in this Agreement.

2.2 ITS has the responsibility for providing Service Provider with the copyright notice language to appear on websites, delivered course content and/or assessments, and on any related practice and/or demonstration materials. Service Provider will have the responsibility for ensuring that the copyright notice language provided to Service Provider by ITS will appear as provided on any applicable materials. Any copyright notice language or other language acknowledging Service Provider's ownership or other legal rights of Service Provider which appears on websites, course content and/or assessments, and in any practice and/or demonstrational materials will be limited to such language as is necessary to protect Service Provider's legal rights. Unless provided to Service Provider by ITS, no language acknowledging the legal rights of any third party shall appear on materials without the prior written consent of ITS.

2.3 Notwithstanding anything in the Agreement to the contrary, any and all Deliverables (defined below) shall be the sole and exclusive property of ITS. Notwithstanding the foregoing, the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by Service Provider prior to, or acquired during, the performance of the Scope of Work shall be Service Provider-Owned Material.

2.4 Upon ITS' request or upon the expiration or termination of this Agreement, Service Provider shall deliver or return all copies of the work to ITS. Service Provider is permitted, subject to its obligations of confidentiality, to retain one copy of the work for archival purposes and to defend its work product.

2.5 To the extent Service Provider develops any tangible work products identified as deliverables ("Deliverables")

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solely for the use of ITS during the Term or Terms of this Agreement, Service Provider shall grant to ITS a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Service Provider will retain all intellectual property rights and ownership in such work.

2.7 ITS recognizes that Service Provider's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its engagements. ITS's business also depends substantially upon the accumulation and application of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops through collaboration with Service Provider and other service providers. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of ITS, then Service Provider will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how") developed by Service Provider and ITS will own the Know-how developed by ITS. To the extent such Know-how is contained or reflected in the Work Product, each party hereby grants the other a fully paid up, perpetual license to use such Know-how. Neither party will sublicense or sell Know-How of the other party to any third party, and neither party will use or exploit the Know-How of the other party to compete with the information technology and professional services of Service Provider or the educational services and delivery of ITS.

3. DATA USE

As between the parties, ITS will own, or retain all of its rights in, all data and information that ITS provides to the Service Provider, as well as all data managed by Service Provider on behalf of ITS, including all output, reports, logs, analyses, and other materials relating to or generated by the Services, even if generated by the Service Provider, as well as all data obtained or extracted through ITS' or Service Provider's use of the Services (collectively, the ITS Data). The ITS Data also includes all data and information provided directly to Service Provider by ITS students and employees, and includes personal data, metadata, and user content. The ITS Data will be ITS' Intellectual Property and Service Provider will treat it as ITS' confidential and proprietary information. Service Provider will not use, access, disclose, or license or provide to third parties, any ITS Data, or materials derived therefrom, except: (i) to the extent necessary to fulfill Service Provider's obligations to ITS hereunder; (ii) as authorized in writing by ITS, and (iii) in compliance with Axon's Cloud Services Privacy Policy attached to the Agreement. Without limiting the generality of the foregoing, Service Provider may not use any ITS Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ITS's prior written consent. Upon request by ITS, Service Provider will deliver, destroy, and/or make available to ITS, any or all of the ITS Data.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 Service Provider acknowledges and understands that in connection with this Agreement, the performance of the Scope of Work and otherwise, Service Provider has had or shall have access to, has obtained or shall obtain, or has been or shall be given ITS' Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by ITS, or ITS students to Service Provider, including without limitation information concerning the ITS' business strategies, political and legislative affairs, students, employees, vendors, service providers, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, software and documentation, student materials, student name and other identifying information which is generated by the student, such as biometrics. Confidential Information includes information in any and all formats and media, including without limitation oral communication, and includes the originals and any and all copies and derivatives of such information. Service Provider shall comply with all applicable federal, state and local laws restricting access, use and disclosure of protected information.

4.2 Service Provider shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Service Provider employees engaged in that

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performance. Service Provider may also share Confidential Information with its corporate affiliates and with agents and service providers who are bound by similar obligations of confidentiality and who need such information as part of Service Provider's performance under this Agreement. Service Provider shall forward any request for disclosure of Confidential Information to:

Information Technology Services
Canfield Administration Building North (ADMN) 332
Lincoln, NE 68588-0435

4.3 Service Provider acknowledges and understands that ITS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Nebraska Public Records Law, including regulations promulgated thereunder, as the laws and regulations may be amended from time to time. The Confidential Information that is protected under FERPA was provided to the Service Provider as it is handling an institution service or function that would ordinarily be performed by ITS' employees. Service Provider agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws and as a "school official" under FERPA. The Service Provider further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

4.4 Service Provider may disclose Confidential Information as required by legal process. If Service Provider is required by legal process to disclose Confidential Information, Service Provider shall immediately notify ITS, and before disclosing such information shall allow ITS reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

4.5 Service Provider's obligations with respect to Confidential Information shall survive the expiration or the termination of this Agreement.

4.6 Service Provider acknowledges that its failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause ITS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this section may be a material breach of this Agreement.

4.7 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (1) is or becomes generally known to the public, other than as a result of disclosure by Service Provider, (2) had been previously possessed by Service Provider without restriction against disclosure at the time of receipt by Service Provider, (3) was independently developed by Service Provider without violation of this Agreement, or (4) Service Provider and ITS agree in writing to disclose. To the extent allowed by Nebraska State Law, each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own Confidential Information.

4.8 Service Provider agrees to use Student-Owned Materials, ITS Owned Materials and ITS' Confidential Information only as necessary to perform its responsibilities under this Agreement, keep it confidential in accordance with this Agreement and use reasonable commercial efforts to prevent and protect the contents of these materials, or any parts of them, from unauthorized disclosure. Further, Service Provider will take industry standard measures to protect the security and confidentiality of such information including controlled and audited access to any location where such confidential and proprietary data and materials reside while in the custody of Service Provider and employing security measures to prevent system attacks (e.g., hacker and virus attacks).

4.9 Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all Confidential Information to ITS or, if return is not feasible, destroy any and all Confidential Information without the prior written authorization from ITS. If the Service Provider destroys the information, the Service Provider shall provide ITS with a certificate confirming the date of destruction of the data. Any data referred to

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in this section that is still within Service Provider's actual or constructive control shall be subject to the terms of this Agreement in perpetuity.

4.10 ITS will implement security measures at its offices and all other associated facilities to ensure the confidentiality of Service Provider's Confidential Information and materials in manner like that provided by ITS for its own information and materials identified as confidential under this Agreement. Unless otherwise provided by separate agreement, upon termination of this Agreement, ITS shall return to Service Provider all Service Provider-Owned Materials, including software, Source Code, and/or documentation provided to ITS by Service Provider; alternatively, and at Service Provider's option, ITS shall destroy any or all of the aforementioned beyond recoverability. ITS shall not retain any electronic or other copies of any Service Provider-Owned Materials or other Service Provider Proprietary and Confidential Information absent of prior written authorization from Service Provider.

4.11 Service Provider agrees to abide by the limitation on re-disclosure of personally identifiable information (PII) from education set forth in The Family Educational Rights and Privacy Act and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from ITS may use the information but only for the purposes for which the disclosure of the information was made. Further, Service Provider agrees to protect all ITS sensitive data including all PII, financial, corporate business intelligence or intellectual property of ITS faculty, staff, and employees in accordance with generally accepted Information security standards and best practices.

5. **INTENTIONALLY OMITTED**

6. **TERMINATION**

6.1 The University may terminate this Agreement upon thirty (30) days' written notice in accordance with the terms of the Agreement.

6.2 The University may terminate this Agreement upon any breach by Service Provider of the terms of this Agreement, any Business Associate Addendum, or incorporated attachment to the Agreement, in accordance with the terms of the Agreement.

6.3 Service Provider may terminate this Agreement if the University materially breaches this Agreement and then fails to correct such breach within thirty (30) days following receipt of written notice from Service Provider. In the event of an uncorrected breach by the University, the Service Provider shall be entitled to recover actual amounts owed by the University to Service Provider that accrued on or before the date of termination. Service Provider expressly waives and disclaims any right or remedy it may have to unilaterally de-install, disable or repossess any Software of any portion thereof.

6.4 The University's rights to the Software as provided in this Agreement will survive a bankruptcy claim by the Service Provider consistent with applicable laws. The rights granted under this Agreement shall be deemed a license of "intellectual property" for purposes of the United States Code, Title 11 ("Bankruptcy Code"), Section 365(n). In the event of the bankruptcy of Service Provider and a subsequent rejection of this Agreement, the University may elect to retain its license rights, subject to and in accordance with the provisions of the Bankruptcy Code or other applicable law.

6.5 The following Sections shall survive the expiration or termination of this Agreement: Grant of License; Ownership and Proprietary Rights; Warranties, Representations and covenants; Limitation of Liability; University Data; Privacy; Cyber Insurance; Termination; and Audit Rights. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.

7. **SECURITY**

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7.1 Service Provider will implement security measures at its offices and all other associated facilities in connection with Service Provider software to ensure the strictest confidentiality of ITS' Owned Materials, ITS' Confidential Information, and all other confidential information and materials. These measures will include, without limitation, encryption, use of a sign-on and access privilege system and other measures described in this Agreement, and such other measures as Service Provider deems necessary in its professional discretion. Service Provider shall impose these measures on all subcontractors used by Service Provider.

7.2 Service Provider shall endorse ITS' requirement to adhere to the University of Nebraska's (ITS) IT Security Standards (http://idm.unl.edu/authentication-services-policy). ITS is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

A. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
B. Assessment of the Service Provider's security and privacy controls.
C. Including ITS' security and privacy requirements in the agreement.
D. Periodic reassessment of Service Provider services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

7.3 Service Provider shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Service Provider software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to Confidential Information.

7.4 For the purposes of this article, a "Breach" has the meaning given to it under relevant Nebraska or federal law, for example; the Nebraska Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 (codified at Neb. Rev. Stat. § 87-802) (See 9.5). Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) the identity of the individual or entity that received the unauthorized disclosure, (iv) any pertinent application, access, or security logs or analysis (v) the action(s) that the Service Provider has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (vi) the corrective action(s) the Service Provider has taken or shall take to prevent future similar unauthorized uses or disclosures. Service Provider shall provide additional information in connection with the unauthorized disclosure reasonably requested by ITS.

In the event of a breach arising out of Service Providers negligence or misconduct, Service Provider agrees to promptly reimburse all costs to ITS arising from such breach, including but not limited to (i) costs of notification of individuals, (ii) credit monitoring and/or identity restoration services, (iii) time of ITS personnel responding to the breach, (iv) civil or criminal penalties levied against ITS, attorneys' fees, court costs, etc.

7.5 The contact for the ITS Computer Incident Response Team (CIRT) shall be identified as: 402-472-5700 or its-sec@nebraska.edu. Report any confirmed or suspected breach of University data to ITS's CIRT within forty-eight (48) hours of discovery or detection.

7.6 ITS or an appointed audit firm (Auditors) has the right to audit Service Provider. Audits will be at ITS' sole expense which includes operational charges by Service Provider, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Service Provider, will be borne by the Service Provider. In lieu of ITS or its appointed audit firm performing their own audit, if Service Provider has an external audit firm that performs a review, ITS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on ITS data.

7.7 Service Provider will, prior to the Agreement effective date and annually thereafter during the Term (as well as promptly after any Security Breach), engage an independent CPA firm to conduct a review of controls

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over security, availability, processing integrity, confidentiality and privacy related to the Service Provider's information technology system. Such review will be conducted at the Service Provider's expense and in accordance with the AICPA's Statements on Standards for Attestation Engagements No. 16 ("SSAE") Service Organization Controls Type 1 or Type 2 report (SOC 1/SOC 2). Service Provider will provide ITS with a copy of the SOC report within thirty (30) days of the ITS' request. If exceptions are noted in the SOC audit, Service Provider will document a plan to promptly address such exceptions and will implement corrective measures within a reasonable period. Service Provider will provide a copy or summary of the exception remediation plan within thirty (30) days of ITS' request and keep ITS informed of the progress and completion of corrective measures. If a SOC audit has not been conducted in the past twelve (12) months and Service Provider is unable to provide associated SOC reports, at ITS' request, Service Provider will appoint a qualified CPA firm to conduct a SOC audit and shall provide ITS with a copy of each applicable SOC report at Service Provider's expense. To the extent the SOC reports provided to ITS do not satisfy ITS' reporting or audit requirements, ITS may conduct its own audits at its expense.

7.8 The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which ITS must comply. See 16 CFR 681. Under the Red Flags Rule, ITS must ensure that Service Provider either complies with ITS' identity theft Program or that Service Provider has its own policies and procedures in place to detect and respond to identity theft Red Flags. Service Provider represents and warrants that is has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Service Provider shall review and comply with all relevant portions of ITS' identity theft policy, if any, as well as any applicable ITS identity theft plan. Service Provider shall report any Red Flags that it detects in connection with the Agreement to ITS.

8. **CYBER INSURANCE**

The Service Provider agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability"), covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion, with a minimum limit of $10,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Service Provider or an independent contractor working on behalf of the Service Provider in performing services under this Agreement. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a confidentiality or breach of security by or on behalf of the Service Provider.

9. **MISCELLANEOUS TERMS**

9.1 Accessibility **(**Section 508 ADAA Compliance). If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc., then the Service Provider shall conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria to the greatest extent possible.. The Service Provider further agrees to indemnify and hold harmless the

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University of Nebraska campuses and system using the Service Provider's products or services from any third party claim arising out of its failure to comply with the aforesaid requirements.

ITS, at its discretion, may at any time test the Service Provider's products or services covered by this Agreement to ensure compliance with the requirements set forth above. If ITS has any accessibility issues, then ITS must contact it's designated Service Provider representative or accessibility@axon.com and identify the particular accessibility issue(s) with as much specificity as possible. If an accommodation is found to be necessary due to a verified accessibility issue, then Service Provider agrees to remediate the accessibility issue upon request or provide an alternative accommodation at Service Provider's cost. If the accessibility issue cannot be immediately remediated, then Axon will provide a reasonable timeline for any requested remediation or accommodation. Service Provider agrees that, upon ITS's written request, Service Provider will provide updates or reports to ITS regarding Service Provider's progress with respect to any requested remediation or accommodation. Testing that results discovery of a verified accessibility issue may, in ITS's sole discretion, result in payments for impacted products or services under the Agreement being withheld. All withheld amounts will be paid to the Service Provider upon correction of the non-compliance and acceptance by ITS. Said acceptance will not be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement and a pro-rated refund of fees paid from ITS for the remainder of original contract period.
The parties agree that a verified accessibility issue will not include issues due to intermediary interference (e.g. virus protection software, outdated web browsers or outdated assistive technology) or a user's inability to properly utilize compliant assistive technology. Client agrees to cooperate and work with Axon to discuss options for accessibility and accommodations. If the parties cannot agree that there is a verifiable accessibility issue, then Axon reserves the right to consult with an independent and mutually agreeable accessibility expert to verify the accessibility issue, provide remediation options and/or provide an alternative accommodation. Such right shall not affect University's right to withhold payment set forth above. To the extent that Axon utilizes other third-party applications or plug-ins, now or in the future, Axon encourages third-parties to make their products and services accessible. These third-party applications and/or plug-ins are not controlled by Axon and may present challenges for individuals with disabilities that Axon may not be able to control or remedy.

9.2 **University & State College Participation.** In some instances, state colleges or state agencies may wish to explore the possibility of sharing in the benefits of this contract.

9.3 **Examination of Records.** ITS shall have access to and the right to examine any pertinent books, documents, papers, and electronic records such as logs of the Service Provider involving transactions and work related to this Agreement. Service Provider shall retain project records for a period of three (3) years from the date of final payment.

9.4 **Assistance with Litigation or Investigation.** E-Discovery: In order to provide ITS with the ability to be compliant with e-discovery rules, Service Provider must provide the following where "relevant data" might include any data stored regarding any person affiliated with ITS, access logs, activity logs, transaction logs, changes to access rights, etc., as detailed by the system architecture and practices provided by Service Provider.

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For the Board of Regents of the University of Nebraska

Signature: Chris Kabourek Date: 12/21/22 | 12:48 CST

Printed Name: Chris Kabourek

Title: Senior VP | CFO

For the Service Provider (Service Provider)

Signature: Robert E Driscoll Date: 12/16/2022 | 12:06 PM MST

55DAEBB131A4424...

Printed Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases involving University Personnel.

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

To the University:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

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Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon[1] (**Axon, us** or **we**) and users of Service Offerings (**Customer** or **you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the "last updated" date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: https://www.axon.com/products/axon-evidence/maintenance-schedule.

Definitions

- **"Axon Cloud Services"** means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **"Downtime"** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **"Incident"** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **"Maximum Available Minutes"** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **"Monthly Uptime Percentage"** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **"Scheduled Downtime"** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **"Service Month"** means a calendar month at Coordinated Universal Time (UTC).

[1] "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

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- **"Service Credits"** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **"Service Offerings"** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **"Unavailable"** and **"Unavailability"** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: https://www.axon.com/products/axon-evidence/maintenance-schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

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- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

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Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.
** Maintenance performed on UK and AU a week after the fourth Tuesday of each month
*** Time period includes time on Wednesday in UTC
**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

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Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

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Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- "**Business Day**" means Monday to Friday 08:00 – 17:30, excluding public holidays.
- "**BOD**" means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the "*Axon Customer Support Solution".*
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "**Workaround**" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: https://my.axon.com

Telephone:

US & Canada: 800-978-2737
UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com
Germany: support-dach@axon.com
Rest of EMEA: customerservice@axon.com or support@axon.com

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Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as “Severity 1”. For example: Critical and High would be classed as a “Severity 1” Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties’ management, during which time the parties shall continue to handle the Incident support in accordance with Axon’s severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

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Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	**Basic technical or commercial issues - Non-time critical**	None	Less than 6 hours	Less than 1 business day
Tier 2	**Advanced technical or commercial issues - Non-time critical.**	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	**Technical or commercial issues - Time critical**	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

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Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. *TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.*

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into by and between Axon Enterprise, Inc., a Delaware corporation with an address located at 17800 N 85th Street, Scottsdale, AZ 85255 (herein referred to as "Business Associate"), and The Board of Regents of the University of Nebraska, a public body corporate,(herein referred to as "Covered Entity") and shall be effective on the later of the dates of the parties' signatures below (the "Effective Date").

1. **Definitions**.

1.1. "HIPAA Regulations" means the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, including (i) the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and E) (the "HIPAA Privacy Rule"); (ii) the Administrative Requirements applicable to Transactions at 45 C.F.R. Parts 160 and 162 (Subparts A and I) (the "Electronic Transactions Rule"); (iii) the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and C) (the "HIPAA Security Rule"); and (iv) the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and D).

1.2. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

1.3. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, is created by Business Associate on behalf of Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.4. "Services" means provision of Axon Cloud Services as described in the agreement between the Parties (the "Underlying Agreement").

1.5. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized access, use, disclosure, modification, or destruction of PHI.

1.6. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

1.7. Except as otherwise set forth in this Agreement, capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Regulations. A reference in this Agreement to the HIPAA Regulations, the HIPAA Privacy Rule, the Electronic Transaction Rule, the HIPAA Security Rule and the HITECH Act

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means the law or regulation as may be amended from time to time. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Regulations.

2. **Business Associate's Satisfactory Assurances**.

2.1. *Permitted Uses of PHI.* Business Associate shall Use PHI only as necessary to perform the Services, for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities. If and only to the extent part of the Services, Business Associate may perform data aggregation with regard to the health care operations of Covered Entity.

2.2. *Permitted Disclosures of PHI.* Business Associate shall Disclose PHI only:

2.2.1. As necessary to perform the Services;

2.2.2. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that:

2.2.2.1. The Disclosure is Required By Law; provided, however, that Business Associate shall notify Covered Entity no less than five (5) business days prior to any such Disclosure and provide Covered Entity with the opportunity to seek confidential treatment for any PHI Disclosed and cooperate with Covered Entity if it should seek confidential treatment; or

2.2.2.2. Prior to the Disclosure, Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is Disclosed that:

(a) the PHI will be held in confidence and Used or further Disclosed only as Required By Law or for the lawful purpose for which it was Disclosed to the person or entity; and

(b) the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached within two (2) days of becoming aware of such an occurrence.

2.3. *Confidentiality Obligation.* Business Associate will not Use or Disclose PHI other than as permitted by this Agreement or as Required By Law.

2.4. *Safeguards.* Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized Use and Disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Regulations. Without limiting the foregoing, Business Associate agrees to comply with the requirements of the HIPAA Security Rule.

2.5. *Deidentification*. Business Associate may not de-identify Protected Health Information except as necessary to provide the Services. Business Associate is prohibited from Using or Disclosing any such deidentified information for its own purposes without the prior

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written consent of Covered Entity. Business Associate is further prohibited from Disclosing such deidentified information to any third party who may reidentify such information, in violation of 45 C.F.R. 164. Such disclosure shall constitute a breach of this Agreement.

2.6. *Access.* If and to the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access in accordance with 45 C.F.R. § 164.524, as amended by the HITECH Act. If Covered Entity determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Covered Entity shall provide access to the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to access his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.7. *Amendment.* Upon request by an Individual, Covered Entity shall determine whether any Individual is entitled to amend his or her PHI pursuant to 45 C.F.R. § 164.526. If Covered Entity determines that an Individual is entitled to such an amendment, and that such PHI is both in a Designated Record Set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to amend his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.8. *Accounting.* Upon Covered Entity's request, Business Associate shall make available to Covered Entity the information necessary to provide an accounting of each Disclosure of PHI made by Business Associate in accordance with 45 C.F.R. § 164.528. If Business Associate receives an Individual's request for an accounting of Disclosures, Business Associate shall forward such request to Covered Entity within five (5) business days and will thereafter follow the directions of Covered Entity with respect to such a request for an accounting.

2.9. *Restrictions on Disclosures.* Upon request by an Individual, Covered Entity shall determine whether an Individual is entitled to a restriction on disclosure of PHI pursuant to 45 C.F.R. § 164.522. If Covered Entity determines that an Individual is entitled to such a restriction, Covered Entity will communicate the decision to Business Associate. Business Associate will restrict its Disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for a restriction, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.10. *Activities to Assist Covered Entity's Compliance with the HIPAA Privacy Rule*. In the event the performance of the Services requires Business Associate to perform any activity on behalf of Covered Entity in order to assist Covered Entity in complying with the HIPAA Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such activity.

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2.11. *Access to Books and Records.* Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

2.12. *Background Screenings*. Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, including the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, a background screening for all of its Workforce members with access to any Protected Health Information, which background screening was completed consistent with current industry standards and included, without limitation, a national federal criminal database check, a seven (7) year county of residence criminal conviction search, and, as applicable, an international criminal record check (a "Satisfactory Background Screening"). If additional Workforce members (whether existing or new hires) will have access to any Protected Health Information, Business Associate shall ensure Business Associate has obtained a Satisfactory Background Screening for each such additional Workforce member prior to permitting him/her any access to Protected Health Information. Business Associate agrees to update any Workforce background screening upon reasonable request by Covered Entity, it being agreed that any request based upon the occurrence of any Breach or other illegal activity involving Business Associate or its personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder. Business Associate shall provide Covered Entity with evidence of the completion of the required Satisfactory Background Screenings upon Covered Entity's request. Business Associate shall not hire, retain or engage any Workforce who will have access to any PHI who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for theft or fraud (including, but not limited to, embezzlement, larceny, perjury, forgery, credit card fraud, check fraud, identity theft), terrorism, or any other breach of trust or fiduciary duty crime.

2.13. *Agents and Subcontractors.* Business Associate shall not permit any agent, Subcontractor or other third party to create, access, receive, maintain, transmit, use, disclose or store PHI in any form on behalf of Business Associate without Covered Entity's prior written consent. Business Associate agrees to ensure that any permitted agent or permitted Subcontractor to which it provides Protected Health Information agrees to the same requirements that apply through this Agreement to Business Associate with respect to such information and to enter into a written business associate agreement with any such agent or Subcontractor. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or Subcontractor in providing the services as if they were Business Associate's own acts failures or omissions to the extent permitted by law.

2.14. *Reporting of Violations.* Business Associate shall report to Covered Entity any of the following events within two (2) business days of becoming aware of the occurrence of the event:

2.14.1. Any Use or Disclosure of PHI not authorized by this Agreement;

2.14.2. Any Successful Security Incident; and

2.14.3. Any acquisition, access, Use or Disclosure of Unsecured PHI in a manner not permitted by the HIPAA Privacy Rule. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by

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Business Associate to have been, accessed, acquired, Used or Disclosed. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of:

2.14.3.1. What happened, including the date of the acquisition, access, Use or Disclosure and the date of its discovery;

2.14.3.2. The types of Unsecured PHI involved in the acquisition, access, Use or Disclosure;

2.14.3.3. Any steps Individuals should take to protect themselves from potential harm from the acquisition, access, Use or Disclosure; and

2.14.3.4. What Business Associate is doing to investigate the acquisition, access, Use or Disclosure, to mitigate harm to Individuals, and to protect against any further unpermitted acquisition, access, Use or Disclosure of Unsecured PHI.

2.15. *Reporting Unsuccessful Security Incidents.* The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's reasonable written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures Business Associate will implement to address the security inadequacies.

2.16. *Cooperation with Violations*. Business Associate will cooperate with Covered Entity's investigation and/or risk assessment with respect to any report made pursuant to Section 2.14, will abide by Covered Entity's decision with respect to whether such acquisition, access, Use or Disclosure constitutes a Breach of PHI and will follow Covered Entity's instructions with respect to any event reported to Covered Entity by Business Associate pursuant to Section 2.14. Business Associate shall maintain complete records regarding any event requiring reporting for the period required by 45 C.F.R. 164.530(j) or such longer period as may be required by state law and shall make such records available to Covered Entity promptly upon request but in no event later than within five (5) business days.

2.17. *Mitigation*. Business Associate agrees to mitigate, at its sole expense: (i) any harmful effect resulting from a Security Incident involving PHI or any Use or Disclosure of PHI by Business Associate or its Subcontractors in violation of the requirements of this Agreement, the HIPAA Regulations, or other applicable law; and (ii) any risks identified or discovered as a result of an Unsuccessful Security Incident.

2.18. *Breach*. In the event of a Breach of PHI arising out of the acts or omissions of Business Associate or any permitted agent or permitted Subcontractor of Business Associate and as instructed by Covered Entity, Business Associate agrees to either perform at its sole cost and expense, or pay the cost of Covered Entity's performance of, reasonable mitigation or

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remediation services which shall include at a minimum: (i) reimburse Covered Entity for the cost of providing any notice to individuals affected by the Breach as Covered Entity reasonably determines to be required; (ii) at its own expense, providing any required notice of the Breach to government agencies, media, and/or other entities as Covered Entity reasonably determines to be required; (iii) if required by applicable law, providing individuals affected by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) providing reasonable contact support in the form of a toll-free number for affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such contact support, in which case such longer period shall then apply; vi) paying reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Breach of Protected Health Information; (vii) paying nonappealable fines or penalties assessed by governments or regulators; (viii) paying reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein; and (ix) undertaking any other action both Parties agree to be appropriate.

2.19. *No Remuneration for PHI.* Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by Section 13405(d) of the HITECH Act or any regulations adopted as a result of that provision.

2.20. *Activities Outside the United States*. Business Associate represents that neither it nor any permitted agents nor permitted Subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States without the prior written consent of Covered Entity.

3. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity hereby agrees to do the following:

3.1. Covered Entity may only upload, add or provide PHI to Business Associate's cloud services that is: (i) captured through Covered Entity's use of body worn cameras purchased from Business Associate ("BWC") or (ii) information strictly necessary to identify or categorize the PHI captured by BWC and uploaded to Business Associate's cloud services, but excluding, without limitation, any information describing or documenting an Individual's diagnosis, treatment, or Genetic information that is not captured by BWC.

3.2. Covered Entity shall manage its own data.

3.3. Covered Entity will make its privacy practices available at https://nebraskamed.com/patients/rights-responsibilities/notice-privacy-practices for Business Associate's review.

3.4. Inform Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent such limitation may affect Business Associate's use or disclosure of PHI.

3.5. Notify Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by

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under 45 C.F.R. § 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement.

3.6. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

3.7. Promptly notify Business Associate of any breach by Covered Entity of the Privacy or Security Rules.

4. **Standard Transactions**. To the extent Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with the Electronic Transactions Rule.

5. **Term and Termination**.

5.1. *Term.* This Agreement begins on the Effective Date and remains in effect until the Business Associate ceases to perform the Services for Covered Entity.

5.2. *Termination.* Either party may terminate this Agreement in the event it determines that the other party has violated a material term of this Agreement and such violation has not been remedied within ten (10) days following written notice to the violating party.

5.3. *Survival.* Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect shall survive the expiration or termination of this Agreement whether or not expressly stated.

5.4. *Duties Upon Termination.* Upon termination of this Agreement, Business Associate shall allow Covered Entity to retrieve all PHI in the possession or control of Business Associate or its agents and Subcontractors and shall then destroy all PHI in its possession or control, as further set forth in the Underlying Agreement. However, if Business Associate determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI, provided that it extends the protections of this Agreement to the information and limits further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

6. **General Provisions**

6.1. *Affiliated Covered Entity (ACE).* Covered Entity represents and warrants that it is an affiliate of the other Covered Entities listed on Exhibit A, and together Covered Entity and the Covered Entities listed in Exhibit A are members of an "Affiliated Covered Entity" as defined in 45 C.F.R. § 164.105. As such, the parties agree that it is their intention that this Agreement applies to Covered Entity and all Covered Entities listed on Exhibit A pursuant to the signature of Company.

6.2. *No Third Party Beneficiaries*. This Agreement is for the sole benefit of the Parties, and there are no third-party beneficiaries to the Agreement.

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6.3. *Future Amendments to HIPAA or HIPAA Regulations*. To the extent HIPAA and/or the HIPAA Regulations are amended in the future and to the extent such amendments contain requirements and/or provisions not already contained in this Agreement required to be incorporated into this Agreement, the Parties agree that either (i) this Agreement shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (ii) if determined necessary by Covered Entity, they will attempt in good faith to negotiate an amendment to this Agreement in order to incorporate any such additional requirements and/or provisions, provided that in the event that the Parties are unable to agree to such an amendment within sixty (60) days, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

6.4. *Indemnification*. Business Associate agrees to indemnify and hold harmless Covered Entity from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity arising out of any claims, demands, awards, settlements or judgments relating to any breach of the terms of this Agreement by Business Associate, including, but not limited to, any Use or Disclosure of PHI by Business Associate, or its agents or Subcontractors that is contrary to the provisions of this Agreement or applicable law. This Section shall survive the termination or expiration of this Agreement.

6.5. *Limitation of Liability*. EXCEPT TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW, BUSINESS ASSOCIATES CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED ONE (1) MILLION USD. NEITHER PARTY WILL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.

6.6. *Insurance*. Business Associate agrees to keep in full force and effect and maintain at its sole cost and expense a policy of data breach and cyber liability insurance covering theft, loss, or unauthorized Disclosure of Protected Health Information, personally identifiable nonpublic information or third-party corporate information in the care, custody or control of Business Associate in an amount sufficient to cover Business Associate's obligations hereunder, regardless of when the claim is brought, which amount shall be not less than ten million dollars ($10,000,000) per occurrence, ten million dollars ($10,000,000) aggregate. All insurance shall name Covered Entity as a certificate holder, and Business Associate shall furnish or cause its insurance carrier to furnish a certificate of insurance to Covered Entity as evidence of such agreement on the Effective Date hereof. This insurance shall be not changed or canceled without Business Associate providing at least thirty (30) days' prior written notice to Covered Entity (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior written notice shall be provided).

6.7. *No Assignment*. Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

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6.8. *No Ownership*. Any Protected Health Information provided by Covered Entity, its employees, agents, consultants or Subcontractors to Business Associate, or created, obtained, procured, Used or accessed by Business Associate on Covered Entity's behalf, shall at all times be and remain the sole property of Covered Entity, and Business Associate shall not have or obtain any rights therein except as stated herein.

6.9. *Remedies*. The Parties agree that the remedies at law for a violation of the terms of the Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either Party of the terms of the Agreement, the other Party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either Party from pursuing any other remedies that may be available to either of them for such violation.

6.10. *Independent Contractors*. It is expressly agreed that Business Associate, including its employees and Subcontractors, are performing services for Covered Entity as independent contractors. Neither Business Associate nor any of its employees, agents or Subcontractors is an employee or agent of Covered Entity. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

6.11. *Notices*. All notices and other communications required under this Agreement will be in writing, addressed to either party to the attention of its Privacy Officer at its address set forth above, and will be deemed effectively delivered (i) upon personal delivery, or (ii) upon receipt from a courier service as confirmed by written verification of receipt. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section.

If to Covered Entity:
University of Nebraska Medical Center
988102 Nebraska Medical Center
Omaha, NE 68198-8102
Attn: Privacy Officer

With a copy to:
University of Nebraska
6001 Dodge Street
Omaha, NE 68182
Attn: Chief Compliance Officer

If to Business Associate:
Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

6.12. *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

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[Signatures on the following page]

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IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the dates set forth below.

The Board of Regents of the University of Nebraska

By: Chris Kabourek

Name: Chris Kabourek

Title: Senior VP | CFO

Date: 12/21/22 | 12:48 CST

Axon Enterprise, Inc.

DocuSigned by:

By: Robert E Driscoll
55DAEBB131A4424...

Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

Date: 12/16/2022 | 12:06 PM MST

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EXHIBIT A

ACE Covered Entities

The Nebraska Medical Center, located at 987400 Nebraska Medical Center, Omaha, NE 68198-7400

Bellevue Medical Center, located at 2500 Bellevue Medical Center Drive, Bellevue, NE 68123

Introduced: 6/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Capella University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030 and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Capella University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030 and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and Capella University will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement from July 1, 2026, through June 30, 2030, between Capella University and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

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
X- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with Capella University and County of Monterey

Introduced: 6/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with Capella University and County of Monterey

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND CAPELLA UNIVERSITY

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Capella University (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall require appropriate health and safety training for all participating students, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

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V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **July 1, 2026** to **June 30, 2030**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall

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maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Workers' Compensation Insurance, in accordance with applicable law.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, student participants, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

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C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees andcosts.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Site-Based Learning/Affiliation Agreements
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	225 S 6th Street, Minneapolis, MN 55402
Address	*Address*
(831) 755-5043	888-227-3552
Phone	*Phone*

[Signatures on following page]

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XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

Signed by:
By: Jacqueline Trask
F110A373A5BB4F0...

Name: Dr. Jacqueline Trask, PhD, MSW

Title: MSW Program Director

Date: 5/21/2026 | 5:12 PM EDT

APPROVED
By SEI Legal at 2:39 pm, May 14, 2026

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Signed by:
By: Kevin F. Serrano
CF464EA4829E4B0...
County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

Signed by:
By: David Bolton
68FDC263FB124BC...
Risk Management

Date: 6/3/2026 | 10:20 AM PDT

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

Introduced: 4/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between University of the Pacific and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between University of the Pacific and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of July 1, 2026, through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and University of the Pacific will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement from July 1, 2026, through June 30, 2030, between the University of the Pacific and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this as to form.

FINANCING:
There is no financial impact associated with the proposed action.

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
X- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with University of the Pacific and County of Monterey

Introduced: 4/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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__ Safe and Resilient Communities
__ Diverse and Thriving Economy
X- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with University of the Pacific and County of Monterey

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND UNIVERSITY OF THE PACIFIC

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and University of the Pacific (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at Institution and/or student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

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maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. 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.

2. Student participant automobile liability insurance, student participants who drive to/from any work location, must provide proof of valid California driver's license and proof of insurance.

3. Workers' Compensation Insurance, 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 occurrence.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

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A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

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Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

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C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees andcosts.

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F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Elisa Anders Chief of Staff to the Provost
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	3601 Pacific Ave, Stockton, CA 95211
Address	*Address*
(831) 755-5043	(209) 932-3328
Phone	*Phone*

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

EDUCATIONAL INSTITUTION

By: Signed by: Elisa Anders 779ADEE14C5B40B...

Name: Elisa Anders

Title: Chief of Staff to the Provost

Date: 5/15/2026 | 3:25 PM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Kevin F. Serrano CF464EA4829C485... County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: Signed by: David Bolton 68FDC263FB24... Risk Management

Date: 6/3/2026 | 10:20 AM PDT

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

Introduced: 4/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Walden University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of September 1, 2026, through March 30, 2031; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Walden University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of September 1, 2026, through March 30, 2031; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and Walden University will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement from September 1, 2026, through March 30, 2031, between the Walden University and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

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
X- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with Walden University and County of Monterey

Introduced: 4/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Walden University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of September 1, 2026, through March 30, 2031; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement between Walden University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of September 1, 2026, through March 30, 2031; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and Walden University will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement from September 1, 2026, through March 30, 2031, between the Walden University and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

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
X- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with Walden University and County of Monterey

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND WALDEN UNIVERSITY, LLC

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and **Walden University, LLC** (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **September 1, 2026** to **March 30, 2031**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Institution will require the student to obtain automobile liability insurance, covering

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

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.

2. Student participant automobile liability insurance, student participants who drive to/from any work location, must provide proof of valid California driver's license and proof of insurance.

3. Workers' Compensation Insurance, 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 occurrence.

D. Except for a ten (10) day notice of non-payment of insurance premium, the County will require 30 days written notice if the insurance policy is canceled, non- renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, student participants, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Nina Nabors Vice Provost, Division of Healthcare Access and Quality
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	233 S. Wacker Drive, Suite 800 Chicago, IL 60606
Address	*Address*
(831) 755-5043	800-925-3368
Phone	*Phone*

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

By: Signed by: 7CD1074A635045E...

Name: Nina Nabors

Title: Vice Provost, Division of Healthcare Access and Quality

Date: 5/19/2026 | 10:09 AM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Kevin F. Serrano CF464EA4826C485...
County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: Signed by: David Bolton 68FDC263FF...
Risk Management

Date: 6/3/2026 | 10:20 AM PDT

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____

Intern's Name (Print) Date

_____

Intern's Signature

Introduced: 3/16/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Auditor-Controller to amend the fiscal year 2025-26 Adopted budget of the Agricultural Commissioner (001-2810-AGR001-8001) increasing appropriations and estimated revenues by $1,452,136 where the financing source are additional unanticipated revenues from State Aid to Agriculture in the amount of $1,452,136; (4/5ths Vote Required)
b. Approve and authorize the transfer of up to $1,452,136 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001) to the Capital Project Fund (404-3200-PFP057-8845) for the Agricultural Commissioner's Salinas Facility Project Number 8845 on review and approval from the CAO (4/5ths Vote Required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Auditor-Controller to amend the fiscal year 2025-26 Adopted budget of the Agricultural Commissioner (001-2810-AGR001-8001) increasing appropriations and estimated revenues by $1,452,136 where the financing source are additional unanticipated revenues from State Aid to Agriculture in the amount of $1,452,136; (4/5ths Vote Required)
b. Approve and authorize the transfer of up to $1,452,136 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001) to the Capital Project Fund (404-3200-PFP057-8845) for the Agricultural Commissioner's Salinas Facility Project Number 8845 on review and approval from the CAO (4/5ths Vote Required).

SUMMARY:
The Agricultural Commissioner received unanticipated revenue of $1,452,136 in fiscal year 2025-26. The unanticipated revenue results from the department achieving maintenance of effort (MOE) requirements for mandated agricultural services performed in FY 2024-25. The department was made aware of the amounts in letters received from the California Dept. of Food and Agriculture (CDFA) and California Dept. of Pesticide Regulations (CDPR) in December 2025 and April 2026 respectively. The amounts received were unanticipated at the time of fiscal year 2025-26 budget preparations and reflect the amount of work performed by the department in fiscal year 2024-25 and the growing revenue made available to county Agricultural Commissioners from unclaimed gas tax (UGT) and Mill tax. The Agricultural Commissioner's Office received the third highest UGT amount in the state at $4.97 million dollars. Mill tax distributed by CDPR was the highest in the state at $4.2 million. Support for the Agricultural Commissioner's request authorizes expenditures in the current fiscal year that ensures the Agricultural Commissioner maintains MOE expenditures to agriculture-related programs in fiscal year 2025-26, which will in turn ensure revenue funding for fiscal year 2026-27 while allowing agricultural programs beneficial to the County to continue.

DISCUSSION:
The recommended actions comply with Board guidelines, facilitating both continuance of agricultural programs for the public and critical infrastructure projects for the department in compliance with the Agricultural Commissioner's maintenance of effort requirement, which ensures the continued receipt of UGT revenue which totaled over $4.97 million in this current fiscal year.

OTHER AGENCY INVOLVEMENT:
The Agricultural Commissioner's Office has been working with the County Administrative Office in consultation regarding this request.

FINANCING:
The proposed action allows expenditures by the Agricultural Commissioner that otherwise would not be possible. The five-year MOE average is the basis of the UGT allocation to counties based on FAC 224. Failure to expend sufficient funds to agricultural programs in the current year will result in reduction of State revenue from UGT in FY 2026-27. This potentially will result in requests from the Agricultural Commissioner for increased General Fund Contribution in future years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures

Attachments:
Board Report

..Title
a. Approve and authorize the Auditor-Controller to amend the fiscal year 2025-26 Adopted budget of the Agricultural Commissioner (001-2810-AGR001-8001) increasing appropriations and estimated revenues by $1,452,136 where the financing source are additional unanticipated revenues from State Aid to Agriculture in the amount of $1,452,136; (4/5ths Vote Required)
b. Approve and authorize the transfer of up to $1,452,136 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001) to the Capital Project Fund (404-3200-PFP057-8845) for the Agricultural Commissioner's Salinas Facility Project Number 8845 on review and approval from the CAO (4/5ths Vote Required).

..Report
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Auditor-Controller to amend the fiscal year 2025-26 Adopted budget of the Agricultural Commissioner (001-2810-AGR001-8001) increasing appropriations and estimated revenues by $1,452,136 where the financing source are additional unanticipated revenues from State Aid to Agriculture in the amount of $1,452,136; (4/5ths Vote Required)
b. Approve and authorize the transfer of up to $1,452,136 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001) to the Capital Project Fund (404-3200-PFP057-8845) for the Agricultural Commissioner's Salinas Facility Project Number 8845 on review and approval from the CAO (4/5ths Vote Required).

SUMMARY:
The Agricultural Commissioner received unanticipated revenue of $1,452,136 in fiscal year 2025-26. The unanticipated revenue results from the department achieving maintenance of effort (MOE) requirements for mandated agricultural services performed in FY 2024-25. The department was made aware of the amounts in letters received from the California Dept. of Food and Agriculture (CDFA) and California Dept. of Pesticide Regulations (CDPR) in December 2025 and April 2026 respectively. The amounts received were unanticipated at the time of fiscal year 2025-26 budget preparations and reflect the amount of work performed by the department in fiscal year 2024-25 and the growing revenue made available to county Agricultural Commissioners from unclaimed gas tax (UGT) and Mill tax. The Agricultural Commissioner's Office received the third highest UGT amount in the state at $4.97 million dollars. Mill tax distributed by CDPR was the highest in the state at $4.2 million. Support for the Agricultural Commissioner's request authorizes expenditures in the current fiscal year that ensures the Agricultural Commissioner maintains MOE expenditures to agriculture-related programs in fiscal year 2025-26, which will in turn ensure revenue funding for fiscal year 2026-27 while allowing agricultural programs beneficial to the County to continue.

DISCUSSION:
The recommended actions comply with Board guidelines, facilitating both continuance of agricultural programs for the public and critical infrastructure projects for the department in compliance with the Agricultural Commissioner's maintenance of effort requirement, which ensures the continued receipt of UGT revenue which totaled over $4.97 million in this current fiscal year.

OTHER AGENCY INVOLVEMENT:
The Agricultural Commissioner's Office has been working with the County Administrative Office in consultation regarding this request.

FINANCING:
The proposed action allows expenditures by the Agricultural Commissioner that otherwise would not be possible. The five-year MOE average is the basis of the UGT allocation to counties based on FAC 224. Failure to expend sufficient funds to agricultural programs in the current year will result in reduction of State revenue from UGT in FY 2026-27. This potentially will result in requests from the Agricultural Commissioner for increased General Fund Contribution in future years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

____Well-Being and Quality of Life
_x__Sustainable Infrastructure for the Present and Future
____Safe and Resilient Communities
_x__Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures

Attachments:
Board Report

Introduced: 5/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

SUMMARY/DISCUSSION:
On January 16, 2025, shortly after 3:00 p.m. a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant. A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025. The Board further ratified the continuance of the proclamation on March 18, 2025, May 13, 2025, July 8, 2025, August 26, 2025, October 21, 2025, December 9, 2025, February 03, 2026, March 24, 2026 and April 28, 2026.

The Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn. Local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning, and as of January 17th the fire continued burning. Evacuation orders for the surrounding community were lifted on January 18, 2025. The evacuation orders were issued as a precaution due to the ongoing fire and concerns of exposure to hazardous materials. Air monitoring conducted by the United State's Environmental Protection Agency began on January 17, 2025, within and outside the fence line of the facility indicated that particulate matter posed no risk to public health.

A state led Health Assessment Team comprised of local, state, and federal agencies began soil, dust, and water sampling on January 24, 2025. County, State, and Federal regulatory agencies have and continue to conduct environmental testing for levels of toxic metals, such as nickel, manganese, and cobalt, in the surrounding area. Data from sampling conducted by the Department of Toxic Substances Control (DTSC) indicates there are no elevated metals associated with the fire in soil. DTSC obtained soil samples directly north from the location of the fire and up to four miles away, including at residences, schools, and community parks.

On February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025.

On February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process.

A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025.

Pursuant to California Government Code Section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the County is affected by or threatened to be affected by a public calamity. The Government Code requires that an emergency proclamation be ratified by the Board of Supervisors within 7 days of its issuance and be reviewed at least once every (60) days until the emergency is terminated.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Numerous County departments and other state and federal agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, County Administrative Office, Public Works, Facilities, and Parks, and Housing and Community Development.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) was activated on January 17, 2025, and demobilized on January 24, 2025; Staff continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts on the County will continue to be evaluated and presented under separate financial reports and requests for funding augmentations to the Board by the EOC Finance Section. The County received reimbursement for response costs from January 16- April 15, 2025, from Vistra on August 11, 2025, in the amount of $470,537.66.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This report and resolution are aligned with the Board of Supervisors Strategic Plan Goals regarding Safe and Resilient Communities. The Monterey County Corde of Ordinances, Title 2 - Administration, Chapter 2.68- Emergency Procedures and Organization, Section 2.68.060 - Power and duties of the Director of Emergency Management includes the authority to Recommend the County Administrative Officer, or the Chair of the Board of Supervisors in the absence of the County Administrative Officer, proclaim the existence or threatened existence of a "local emergency".

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Maria Trujillo, Administrative Secretary, x1905
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Draft Resolution

Introduced: 5/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

SUMMARY/DISCUSSION:
On January 16, 2025, shortly after 3:00 p.m. a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant. A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025. The Board further ratified the continuance of the proclamation on March 18, 2025, May 13, 2025, July 8, 2025, August 26, 2025, October 21, 2025, December 9, 2025, February 03, 2026, March 24, 2026 and April 28, 2026.

The Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn. Local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning, and as of January 17th the fire continued burning. Evacuation orders for the surrounding community were lifted on January 18, 2025. The evacuation orders were issued as a precaution due to the ongoing fire and concerns of exposure to hazardous materials. Air monitoring conducted by the United State's Environmental Protection Agency began on January 17, 2025, within and outside the fence line of the facility indicated that particulate matter posed no risk to public health.

A state led Health Assessment Team comprised of local, state, and federal agencies began soil, dust, and water sampling on January 24, 2025. County, State, and Federal regulatory agencies have and continue to conduct environmental testing for levels of toxic metals, such as nickel, manganese, and cobalt, in the surrounding area. Data from sampling conducted by the Department of Toxic Substances Control (DTSC) indicates there are no elevated metals associated with the fire in soil. DTSC obtained soil samples directly north from the location of

the fire and up to four miles away, including at residences, schools, and community parks.

On February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025.

On February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process.

A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025.

Pursuant to California Government Code Section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the County is affected by or threatened to be affected by a public calamity. The Government Code requires that an emergency proclamation be ratified by the Board of Supervisors within 7 days of its issuance and be reviewed at least once every (60) days until the emergency is terminated.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Numerous County departments and other state and federal agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, County Administrative Office, Public Works, Facilities, and Parks, and Housing and Community Development.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) was activated on January 17, 2025, and demobilized on January 24, 2025; Staff continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts on the County will continue to be evaluated and presented under separate financial reports and requests for funding augmentations to the Board by the EOC Finance Section. The County received reimbursement for response costs from January 16- April 15, 2025, from Vistra on August 11, 2025, in the amount of $470,537.66.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This report and resolution are aligned with the Board of Supervisors Strategic Plan Goals regarding Safe and Resilient Communities. The Monterey County Corde of Ordinances, Title 2 - Administration, Chapter 2.68- Emergency Procedures and Organization, Section 2.68.060 - Power and duties of the Director of Emergency Management includes the authority to Recommend the County Administrative Officer, or the Chair of the Board of Supervisors in the absence of the County Administrative Officer, proclaim the existence or threatened existence of a "local emergency".

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

____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Maria Trujillo, Administrative Secretary, x1905
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Draft Resolution

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

Resolution No.

Continuing the Proclamation of a Local Emergency issued by the Chief County Administrative Officer on January 17, 2025.

WHEREAS, conditions of extreme peril warranted and necessitated a Proclamation of the Existence of a Local Emergency issued by the County Administrative Officer on January 17, 2025;and

WHEREAS, the Board of Supervisors ratified the proclamation on January 21, 2025; and

WHEREAS, the Board Of Supervisors further ratified the proclamation on March 18, 2025; and

WHEREAS, the Board of Supervisors further ratified the proclamation on May 13, 2025; and

WHEREAS, the Board of Supervisors further ratified the proclamation on July 8, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on September 26, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on October 21, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on December 9, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on February 03, 2026; and

WHEREAS, the Board of Supervisor further ratified the proclamation on March 24, 2026; and

WHEREAS, the Board of Supervisor further ratified the proclamation on April 28, 2026; and

WHEREAS, the California Emergency Services Act (Government Code section 8630, *et seq*.) establishes procedures for proclaiming emergencies and for responding promptly to the needs that arise during emergencies; and,

WHEREAS, Section 2.68.025 of the Monterey County Code and Section 8630 of the Government Code empower the County Administrative Officer, or designee, to proclaim the

existence of a local emergency when the County of Monterey ("County") is affected by or likely to be affected by a public calamity, if the Board of Supervisors is not in session; and,

WHEREAS, pursuant to Government Code section 8630(b), once a local emergency is declared, it will remain in effect for a period of no more than seven (7) days, unless ratified by the Board of Supervisors; and,

WHEREAS, pursuant to Government Code section 8630(c), the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the Board of Supervisors terminates the local emergency; and,

WHEREAS, the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant; and,

WHEREAS, pursuant to Government Code section 8685, *et seq*., in order to obtain monies from both state and federal agencies, the local government must declare a local emergency; and,

WHEREAS, conditions of a local emergency can be better controlled if the local government has specific powers granted through the proclamation of a local emergency; and,

WHEREAS, section 2.68.025 of the Monterey County Code and section 8630 of the Government Code empower the County Administrative Officer, or the Board of Supervisors if the Board of Supervisors is in session, to proclaim the existence of a Government Code section 8558, subdivision (c), local emergency when the County is affected by or likely to be affected by a public calamity; and,

WHEREAS, on January 16, 2025, an emergency proclamation was made by the County Administrative Officer; and,

WHEREAS, the Board of Supervisors ratified the proclamation on January 21, 2025;

WHEREAS, shortly after 3:00 p.m. on January 16, 2025, a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant; and,

WHEREAS, the Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn; and,

WHEREAS, local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning; and,

WHEREAS, in response to the fire, on January 16th, the Monterey County Sheriff evacuated approximately 1,200 individuals in the area; and,

WHEREAS, also on January 16th, both northbound and southbound lanes of California State Route 1 ("Highway 1") were closed at Salinas Road and other local area roads were closed and these road closures have impacted local residents, businesses, and the traveling public; and,

WHEREAS, also on January 16th due to potential hazardous fumes from the fire, County health officials advised residents to stay indoors, keep windows and doors closed, limit

outdoor exposure, and turn off ventilation systems; and,

WHEREAS, the County of Santa Cruz Public Health officials also asked residents to stay indoors, close windows and doors, limit outdoor exposure, and turn off ventilation systems overnight on January 16th. As of January 17th, Santa Cruz County residents are told there is no imminent threat and can resume normal activities; and,

WHEREAS, on January 17th, North Monterey County Unified School District closed all of its schools and district offices, and Hartnell College closed its Castroville Education Center; and,

WHEREAS, the cause of the fire has not yet been determined, but an investigation will begin once the fire is extinguished; and,

WHEREAS, on February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025; and,

WHEREAS, on February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process; and,

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the ratification of the Proclamation of the Existence of a Local Emergency issued by the County Administrative Officer or designee on January 17, 2025, and immediate action is necessary to mitigate public calamity, and to protect life and property as affected by such emergency.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

1. Pursuant to Government Code section 8630, subdivision (c), the continuance of the Proclamation of a Local Emergency issued by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025, shall continue for another sixty (60) days.

2. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the emergency organization of the County of Monterey shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the County in order to mitigate the effects of said local emergency.

3. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Public Works, Facilities, and Parks Department (PWF&P), the Department of Housing and Community Development, and the Department of Emergency Management shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the County in order to mitigate the effects of the local emergency.

4. Pursuant to Public Contract Code sections 20134, 22050, and 20395, the PWF&P Director, or designee, is hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board of Supervisors of the County of Monterey approval of the plans,

specifications, and working details, without giving notice for bids to let contracts.

5. The County Administrative Officer, or designee, is hereby designated as the authorized representative for public and individual assistance of the County of Monterey for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED on this 16th day of June 2026, upon motion of Supervisor _____, seconded by Supervisor _____, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
, Deputy

Introduced: 5/26/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

SUMMARY:
On April 17, 2026, per Resolution No. 26-128, the County of Monterey Board of Supervisors authorized the Department of Emergency Management to submit an application for the purpose of obtaining financial assistance to the Federal Emergency Management Agency (FEMA) through the California Governor's Office of Emergency Services (CalOES) for the FY 2025 EMPG. This application resulted in an award from EMPG to the County of Monterey in the amount of $199,510 with a performance period of July 1, 2025, to June 30, 2027.

The Department of Emergency Management requests authorization to receive the FY 2025 EMPG award of $199,510, funded by grant revenue from EMPG.

DISCUSSION:
EMPG is a federally funded program aimed at providing assistance to local government emergency management agencies by providing resources required for implementation of the National Preparedness System's goal of a secure and resilient nation. EMPG supports efforts to build and sustain core capabilities across the Monterey County Operational Area through prevention, protection, mitigation, response, and recovery efforts. EMPG activities range from routine administrative tasks to those of a specific and acute in nature that align with the ever-changing threats and hazards impacting the Monterey County Operational Area.

The Department of Emergency Management executes and manages grant documents for EMPG on behalf of Monterey County Operational Area. EMPG funds offset staff salaries that support emergency management roles and responsibilities to protect, prepare, enhance, and bolster the Monterey County community.

OTHER AGENCY INVOLVEMENT:
The Department of Emergency Management will coordinate applications and reporting efforts with CalOES EMPG Program Representatives.

FINANCING:
There is no impact to the General Fund. EMPG requires 1:1 matching funds and has been incorporated into the Department of Emergency Management (001-1040-8588-DEM001) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Plan Goals. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

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

Prepared by: April Rodriguez, Management Analyst II, Ext. 7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Completed Board of Supervisors Resolution No. 26-128

County of Monterey

Board Report

Legistar File Number: RES 26-081

Item No.

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

June 16, 2026

Introduced: 5/26/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

SUMMARY:
On April 17, 2026, per Resolution No. 26-128, the County of Monterey Board of Supervisors authorized the Department of Emergency Management to submit an application for the purpose of obtaining financial assistance to the Federal Emergency Management Agency (FEMA) through the California Governor's Office of Emergency Services (CalOES) for the FY 2025 EMPG. This application resulted in an award from EMPG to the County of Monterey in the amount of $199,510 with a performance period of July 1, 2025, to June 30, 2027.

The Department of Emergency Management requests authorization to receive the FY 2025 EMPG award of $199,510, funded by grant revenue from EMPG.

DISCUSSION:
EMPG is a federally funded program aimed at providing assistance to local government emergency management agencies by providing resources required for implementation of the National Preparedness System's goal of a secure and resilient nation. EMPG supports efforts to build and sustain core capabilities across the Monterey County Operational Area through prevention, protection, mitigation, response, and recovery efforts. EMPG activities range from routine administrative tasks to those of a specific and acute in nature that align with the ever-changing threats and hazards impacting the Monterey County Operational Area.

The Department of Emergency Management executes and manages grant documents for EMPG on behalf of Monterey County Operational Area. EMPG funds offset staff salaries that support emergency management roles and responsibilities to protect, prepare, enhance, and bolster the Monterey County community.

OTHER AGENCY INVOLVEMENT:
The Department of Emergency Management will coordinate applications and reporting efforts with CalOES EMPG Program Representatives.

FINANCING:
There is no impact to the General Fund. EMPG requires 1:1 matching funds and has been incorporated into the Department of Emergency Management (001-1040-8588-DEM001) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Plan Goals. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

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

Prepared by: April Rodriguez, Management Analyst II, Ext. 7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Completed Board of Supervisors Resolution No. 26-128

Before the Board of Supervisors
County of Monterey, State of California

Resolution No.
Resolution of the County of Monterey Board
of Supervisors to:

Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.)

RECITALS:

WHEREAS, on April 17, 2026, per Resolution No. 26-128, the County of Monterey Board of Supervisors authorized the Department of Emergency Management to submit an application for the purpose of obtaining financial assistance to the Federal Emergency Management Agency (FEMA) through the California Governor's Office of Emergency Services (CalOES) for the FY 2025 EMPG with a performance period of July 1, 2025, to June 30, 2027; and

WHEREAS, said application resulted in a FY 2025 EMPG award to the County of Monterey in the amount of $199,510 with a performance period of July 1, 2025, to June 30, 2027, and the Department of Emergency Management requests authorization to receive this award.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey, State of California, as follows:

Adopt a resolution to authorize the Department of Emergency Management to receive award from the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) in the amount of $199,510.

PASSED AND ADOPTED on this 16th day of June 2026, by roll call vote:

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 June 16, 2026.

Dated:

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

By _____
, Deputy

Before the Board of Supervisors
County of Monterey, State of California

Resolution No.: 26-128

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

RECITALS:

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2025 EMPG which has a period of performance of July 1, 2025, to June 30, 2027; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2026EMPG which has a period of performance of July 1, 2026, to June 30, 2028; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2027EMPG which has a period of performance of July 1, 2027, to June 30, 2029.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

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

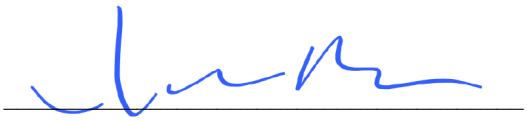
PASSED AND ADOPTED on this 14th day of April 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on April 21, 2026.

Dated: April 17, 2026
File ID: RES 26-042
Agenda Item No.: 18

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



Vicente Ramirez, Deputy

Introduced: 6/1/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Agricultural Commissioner to execute, on behalf of the County of Monterey, Standard Agreements and any amendments thereto with Federal, State, and local agencies for designated programs performed by the department for a period of three (3) years ending June 30, 2029 for an initial amount to be $1,233,000 where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000; and
b. Approve and authorize the Agricultural Commissioner, or his designee, to sign up to three (3) amendments to each agreement where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000 of the initial amount of the subject agreement and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Agricultural Commissioner to execute, on behalf of the County of Monterey, Standard Agreements and any amendments thereto with Federal, State, and local agencies for designated programs performed by the department for a period of three (3) years ending June 30, 2029 for an initial amount to be $1,233,000 where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000; and
b. Approve and authorize the Agricultural Commissioner, or his designee, to sign up to three (3) amendments to each agreement where the total amendments do not exceed 15% or $184,000 of the initial amount for a maximum total of $1,418,000 of the initial amount of the subject agreement and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
The California Department of Food and Agriculture (CDFA), the California Department of Pesticide Regulation (DPR), and the United States Department of Agriculture (USDA) routinely contract with the Agricultural Commissioner to provide specific services. Estimated revenue from the Agreements is included in the department's annual budget, as well as the appropriations associated with each activity.

The recommended action will allow the Agricultural Commissioner to execute specific, routine, annual State Standard Agreements and USDA Standard Agreements and Amendments thereto. Approval of the recommended action will eliminate the need to prepare individual Board Reports for said Agreements or Amendments thereto. This process results in more efficient use of staff time. The Board authorized similar actions since 2006 for three (3) year periods. This request is an extension of

that authorization for an additional three (3) years through June 30, 2029.

The Agricultural Commissioner requests authorization to enter the Agreements listed in Exhibit A for a period of three (3) years ending June 30, 2029. All financial information related to these Agreements shall be included in the annual budget process.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The California Department of Food and Agriculture, the California Department of Pesticide Regulation, UC Regents, and the United States Department of Agriculture have accepted this process.

FINANCING:
Estimated revenues and appropriations for the Agreements shall be included in the Agricultural Commissioner's annual Adopted Budget, as well as the appropriations associated with each activity.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Supports the Agricultural Commissioner's Office mission of protecting worker health, communities, natural resources, and agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner, x7325

Attachments:
Exhibit A - List of Agreements

..Title
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..Report
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The Agricultural Commissioner requests authorization to enter the Agreements listed in Exhibit A for a period of three (3) years ending June 30, 2029. All financial information related to these Agreements shall be included in the annual budget process.

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____ Dynamic Organization and Employer of Choice

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner, x7325

Attachments:
Exhibit A - List of Agreements

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

Exhibit A

List of Agreements between the County and the State of California Department of Food and Agriculture (CDFA), the California Department of Pesticide Regulation (DPR), California Crop Improvement Association (CCIA), UC Regents, and the United States Department of Agriculture (USDA) for the programs and activities described below.

Program/Activity	Annual Estimate	Agency
Asian Citrus Psyllid – Place and service ACP detection traps, investigate, educate, enforcement	*181,000*	*CDFA*
County Seed Subvention Program – Seed law enforcement activities	*8,800*	*CDFA*
European Grapevine Moth – Place and service EGVM detection traps	*78,000*	*CDFA*
Industrial Hemp - Registration, investigation, inspection and enforcement	*60,000*	*CDFA*
High Risk	*12,000*	*CDFA*
Noxious Weed Grant Program	*48,000*	*CDFA*
Invasive Shot-hole Borers Program	*11,000*	*UC Regents*
Nursery Inspection- Nursery stock inspections	*18,000*	*CDFA*
State Organic Program – Organic producer and handler registrations and spot inspections	*5,000*	*CDFA*
Pest Detection – Place and service various insect traps and participate in pest survey and detection activities	*345,000*	*CDFA*
Petroleum Inspection/Weighmaster Inspection – Inspections and Audits pertaining to petroleum products and weighmasters	*9,300*	*CDFA*

Pierce's Disease Control Program (GWSS) – Glassy-winged sharpshooter detection and inspection of nursery stock	*228,000*	*CDFA*
Seed Certification/California Crop Improvement – Inspection services for the California Crop Improvement Association	*2,000*	*CCIA*
Standardization Commodity Enforcement –Enforce Food and Agricultural Code quality, labeling and packing standards pertaining to fruits and vegetables	*29,000*	*CDFA*
Sudden Oak Death Quarantine Counties – Regulatory enforcement and nursery inspection activities for the Phytophthora ramorum Control Program	*12,000*	*CDFA*
Certified Farmers Market Inspections – site inspections of Certified Farmers Markets	*20,000*	*CDFA*
Egg Inspections – Inspect eggs for quality that are sold at the retail level	*18,000*	*CDFA*
Apiary – assist with beekeeper registration, inspection, surveillance, investigation, education, and enforcement activities	*5,000*	*CDFA*

Introduced: 6/1/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Air Resources Board as the lead applicant for the Regional Climate Project Working Group for an award of $10,019,303 for electric vehicle procurement, planning, and training; and
b. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Energy Commission as the lead applicant for the Regional Climate Project Working Group for an award of $5,688,125 for electric vehicle charging station installation; and,
c. Accept $10,486,742 in funds through the Advanced Technology Demonstration and Pilot Projects Solicitation grant program from the California Air Resources Board and the California Energy Commission as the County's portion of a Regional Climate Project Working Group award of $15,707,428; and,
d. Provide direction to staff as needed.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Air Resources Board as the lead applicant for the Regional Climate Project Working Group for an award of $10,019,303 for electric vehicle procurement, planning, and training; and
b. Authorize the County Purchasing Agent, or designee, to enter into agreement with the California Energy Commission as the lead applicant for the Regional Climate Project Working Group for an award of $5,688,125 for electric vehicle charging station installation; and,
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d. Provide direction to staff as needed.

SUMMARY:
The State of California, California Air Resources Board (CARB) issued a Grant Solicitation on July 14, 2023, under the Advanced Technology Demonstration and Pilot Projects program. Included within this solicitation was a first-time program focused on supporting broad and creative roads to zero-emission adoption at the municipal level, called the Green Zones program. Green Zones seeks to fund zero-emission holistic projects that could be focused on almost any operations within a city, municipality, or group of cities that currently use combustion technologies in carrying out the duties of the municipality.

The Board of Supervisors authorized the Sustainability Program to apply to this grant program on October 17, 2023, in a combined application with the participating members of the Regional Climate Project Working Group (RCPWG), which included Counties of San Benito and Santa Cruz and the Cities of Santa Cruz and Watsonville. This award was successful in the amount of $15,707,428. Of the total award amount, $10,486,742 is the amount the County will receive to complete the grant scope. This is a joint grant from the California Air Resources Board and the California Energy Commission. Staff request that this committee recommend the acceptance of this award by the Board of Supervisors.

DISCUSSION:
County staff participates in a regional collaborative with the Counties of San Benito and Santa Cruz and the Cities of Santa Cruz, Salinas and Watsonville called the Regional Climate Project Working Group (RCPWG) to develop, prioritize, secure funding for, and effectively and equitably advocate for and implement regionally beneficial climate mitigation and adaptation projects and programs.

The primary scope of the grant award is focused on the installation of electric vehicle charging stations (EVCS) and the procurement of electric vehicles (EV) across participating jurisdictions. While final numbers are subject to change this includes 55 EVs and 46 EVCS for the County, 5 EVs for the County of San Benito, 9 EVs and 40 EVCS for the County of Santa Cruz, 15 EVs and 8 EVCS for the City of Santa Cruz, and 7 EVs and 1 EVCS for the City of Watsonville. As the lead applicant, the County will subcontract with each of these participating Counties and assist them in submitting reimbursement claims to the California Air Resources Board and the California Energy Commission. The County is using the ongoing solar projects at the Government Center, ITD building, and Natividad Medical Center as matching funds for this project in the amount of $12,256,171. The remaining $3,451,257 in match is being provided by RCPWG member jurisdictions.

In addition to EVCS and EV procurement, this grant includes additional scopes for EV planning, barrier identification, and problem solving through a “community of practice” forum and a workforce development scope. Staff from each jurisdiction will participate in quarterly meetings facilitated by project management professionals with special training in organizational change and transitions. This community of practice will provide a forum for fleet, maintenance, and various department staff to identify barriers to transitioning fleets from internal combustion engines to EVs. The consultants will develop a stakeholder analysis, identify impacted groups of municipal staff and what staff impacts could result from the transition to EVs. Working with staff in the community of practice and with management from each jurisdiction, the consultants will produce recommendations, vetted by the community of practice, to help transition organizational policies, staff roles and responsibilities and other behavioral aspects of municipal fleet management.

Additionally, the City of Santa Cruz recently completed a web-based tool that analyzes their existing fleet (both internal combustion and EVs), their existing EV charging infrastructure and their parking facilities (e.g., corporation yards, city halls) together with data on EV costs and available incentives, to create user-specified scenarios on transitioning fleets to EVs.

The tool’s scenarios can help a jurisdiction:
· Prioritize EV purchases and EV charging infrastructure installation;

· Estimate the total cost of a full EV transition;
· Identify incentives for any EV or EV charging purchase and many other scenarios.

This grant would expand the deployment of this tool, or similar tool, to RCPWG member agencies. The procurement process for this tool, or similar tool, will be subject to County procurement processes.

The workforce development scope of the grant includes an initial round of training for EV users, mechanics and maintenance staff. It will start with two joint training sessions across the jurisdictions (one for EV users and one for mechanics/maintenance staff) and then each jurisdiction will receive five three-hour hands-on training sessions at their sites with their EV charging stations and their EVs. The County staff time mentioned above is for County participation in the community of practice and workforce development portions of the grant.

OTHER AGENCY INVOLVEMENT:
The Alternative Energy & Environment Committee recommended that this item advance to the Board on April 27, 2026. The Budget Committee recommended that this item advance to the Board on May 26, 2026. Staff are coordinating on this project from the Sustainability Program with Public Works, Facilities, and Parks. Capital Improvement Project 4075 “Electric Vehicle Charging at Various County Facilities” will be updated in the Capital Improvement Plan to reflect this project. Departments benefiting from EV and EVCS procurement per the initial grant scoping include the Agricultural Commissioner’s Office, Communications Bureau, Public Works Facilities and Parks, the Health Department, Information Technology Department, Monterey County Free Libraries, and Social Services. These departments’ scopes were developed for the initial application, so there is potential for other County departments to participate if needs have shifted.

FINANCING:
Staff plans to take this item to the Board of Supervisors through the Budget Committee. This grant will require appropriations as a reimbursable grant in the amount of $9,230,148. Additionally, the County will receive $1,256,594 from the State for grant administration. The County is using the ongoing solar projects at the Government Center, ITD building, and Natividad Medical Center as matching funds for this project in the amount of $12,256,171. Using the solar projects as match allows the County to undertake this work having already met the match requirements under the grant awards.

The County will be responsible for the following portions of the grant scope and budget as the lead applicant that will require state reimbursement:
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Community of Practice Subcontractor- $1,797,230
Fleet Electrification Tool- $100,750
Community Engagement Subcontractor- $361,566

Task 2, Workforce Development:
Workforce Development Subcontractor- $43,435
Training Provider Subcontractor- $70,760

Task 3, Electric vehicle and charging infrastructure procurement and data collection:
Telematics installation- $55,000
Electric Vehicle Charger Installation- $3,463,408
Electric Vehicle Acquisition- $3,122,000

This brings the total scope to be reimbursed by the State to $9,230,148. Staff will return to the Board to address appropriation considerations after the budget for FY26/27 has been adopted to complete the scope of work for this grant. Additionally, the County Sustainability Program will receive $1,256,594 for completing grant administration under this grant under task 4, bringing the total grant amount accepted to $10,486,742.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

_X_ Economic Development
_X_ Administration
_X_ Health & Human Services
_X_ Infrastructure
_X_Public Safety

Prepared by: Cora Panturad, Sustainability Program Manager x5338
Approved by: Debbie Paolinelli, Assistant County Administrative Officer x5309

Attachments:
California Air Resources Board Agreement
California Energy Commission Agreement
Preliminary Award Letter
Preliminary Award Letter Addendum

Introduced: 6/1/2026

Current Status: General Government - Consent

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_X_ Infrastructure
_X_Public Safety

Prepared by: Cora Panturad, Sustainability Program Manager x5338
Approved by: Debbie Paolinelli, Assistant County Administrative Officer x5309

Attachments:
California Air Resources Board Agreement
California Energy Commission Agreement
Preliminary Award Letter
Preliminary Award Letter Addendum

Grant Agreement

Monterey Bay Municipal Fleet Electrification and Workforce Accelerator

Mobile Source Control Division
California Air Resources Board
June 2026

Grant Number: G22-ATDP-08

Exhibit A - Grant Provisions

**Grant Agreement Terms and Conditions
By and Between the California Air Resources Board And
County of Monterey**

1. Parties

This Grant Agreement ("Grant", "Grant Agreement", "Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the County of Monterey (hereinafter referred to as the "Grantee"). Grantee is a Local Government with its principal place of business located at 168 West Alisal Street, Third Floor, Salinas, CA 93901. Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Grant Agreement includes the Grant Cover Sheet and all exhibits attached thereto.

As referenced in this Grant Agreement, "Grantee" includes, individually and collectively, Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, or assigns.

A "Subgrant" means a grant or award provided by the Grantee pursuant to this Grant Agreement to a "Subgrantee" that is used to support a project that the Subgrantee carries out in support of their own program. The Subgrantee has responsibility for some programmatic implementation and does not profit from the subgrant or otherwise receive reimbursement in excess of its actual costs. In contrast, the Grantee hires a "Contractor" or "Subcontractor" under a contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A Contractor or Subcontractor does not make programmatic decisions but simply provides the goods and services to the Grantee according to the terms of its agreement with the Grantee.

"Resource Entity" or "Resource Entities" means and includes, individually and collectively, Grantee's Contractors, Subcontractors, and consultants.

"Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, Subgrantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds other than the Grantee or Resource Entities.

The Parties agree as follows:

2. Purpose and Incorporation

a. CARB shall provide funding pursuant to the Advanced Technology Demonstration and Pilot Projects Program – Municipal Green Zones Program ("Program") to Grantee for its Monterey Bay Municipal Fleet Electrification and Workforce Accelerator Project ("Project") as provided in Exhibit B, as referenced below.

b. In the Order of Precedence set out in the General Provisions below, Grantee agrees to comply with all of the terms, provisions and conditions contained in this Grant Agreement as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:
   i. Grant Agreement Cover Sheet
   ii. Exhibit A: Grant Provisions
   iii. Exhibit B: Statement of Work
      1) Attachment I: Budget Summary
      2) Attachment II: Project Schedule
      3) Attachment III: Key Project Personnel
   iv. Exhibit C: FY 2021-22 and FY 2022-23 Grant Solicitation
   v. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

3. Grant Amount

a. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).

b. The administration of Grant Funds is set out in the Fiscal Administration Section, below.

4. Project Liaisons

The Project Liaisons during the Term of this Grant Agreement are as follows:

California Air Resources Board:
The CARB Project Liaison is Peter Angelonides and correspondence regarding this Grant Agreement or performance shall be directed to:

Peter Angelonides
Air Pollution Specialist, Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812
Phone: (279) 208-7184
Email: peter.angelonides@arb.ca.gov

Grantee:
The Grantee Liaison is Cora Panturad, and correspondence regarding this Grant Agreement or performance shall be directed to:

Cora Panturad
Sustainability Program Manager, Sustainability Program
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5. Term, Termination, and Expiration

a. **Term.** The term of this Grant Agreement ("Term") commences the date this Grant Agreement is executed by authorized representatives of both Parties (the "Effective Date") and terminates on May 31, 2028, unless terminated or canceled sooner per the terms of this Grant Agreement. Grantee's performance of work or other expenses billable to CARB under this Grant Agreement may not commence until after full execution of this Grant Agreement by authorized representatives of both Parties.

b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft Final Report to the CARB Project Liaison no later than March 31, 2028, pursuant to the Reporting Section of this Grant Agreement. Grantee's performance shall be deemed complete on the date CARB approves the final version of the Final Report. A final request for payment and final version of the Final Report must be received by CARB no later than May 1, 2028. (See the Reporting Section of this Grant Agreement for additional details.)

c. **Termination and Expiration.**

i. **Termination by Mutual Agreement.**
This Grant Agreement may be terminated at any time, and for any or no reason, by written mutual agreement which has been fully executed by authorized representatives of both Parties.

ii. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.

iii. **Termination for Cause by Grantee.** This Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement, Grantee has provided ninety (90) days advance written notice of the termination to Grantor, including details of which provision(s) are claimed to have been breached, and the Grantor has failed to bring itself into compliance within the ninety (90) days of the notice, or any longer time period as agreed by both Parties.

iv. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee, or any of their Grant Recipients, has breached any of the terms or conditions of this

Grant Agreement, or has violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third-party beneficiary.

1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant Agreement. These circumstances will be solely determined by CARB and include, but are not limited to:
   a) Failure to comply with any of the provisions of the Grant Agreement, including Exhibits.
   b) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
   c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
   d) Misuse of Grant Funds.
   e) Funding of ineligible activities or other items.
   f) Exceeding the allowable Grant Fund or Administrative Fee allotment.
   g) Insufficient, incomplete, or faulty documentation.
   h) Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
   i) Poor performance as determined by a review or fiscal audit.
2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
   a) Within fourteen days of any request, timely develop and implement a corrective action plan.
   b) Immediately cease all work and spending, and notify all Grant Recipients and Resource Entities to immediately cease all work and spending.

v. **Transition of Funds, Data, and Property.**

Upon termination, issuance of a termination notice by either Party, cancellation, or expiration of this Grant Agreement, whichever occurs sooner, the Grantee shall immediately, and no later than 10 business days prior to the termination, cancellation, or expiration of this Grant Agreement, do all of the following:

1) Transfer to CARB all unspent Grant Funds, including any advance payment and any earned interest. Within 45 days of receipt of notice from the Grantor of Grantee non-performance, if any, provide a money transfer confirmation of the returned funds.
2) In the case of termination for cause by Grantor:
   a) Transfer to CARB all Project Information Resources, as defined in the Data and Intellectual Property Section, and Project Equipment, as defined in the Equipment/Vehicle Ownership Section, owned by, or in the possession or control of, the Grantee;
   b) Permanently assign to CARB exclusive ownership of all Project Information Resources and Project Equipment, to the extent Grantee has the right to do so; and,
   c) Provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transfer Plan.
   d) CARB, at its sole discretion, may elect to have any or all of the unspent Grant Funds, Project Information Resources, and Project Equipment transferred to another CARB-selected grantee.

vi. **Cessation of Work and Expenditure.**
Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds and Administrative Fees.

vii. **Final Disbursement Request and Report.**
Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Grant Funds.

d. **Contingency Provision.** In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in their sole discretion to use or make the Grant Funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the Grant Funds to other projects or awarding the Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.

e. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

6. General Duties and Requirements

This section generally sets out the respective duties and requirements of CARB and the Grantee in implementing the Project and Program under this Grant Agreement. More detailed duties and responsibilities are set out in other sections of this Grant Agreement.

Within CARB's sole and absolute discretion, CARB will designate a third-party administrator to manage, oversee, or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond and report to and comply with requests from CARB's third-party administrator, when requested.

a. **California Air Resources Board.**

CARB is responsible for the following:

i. Providing general project oversight and accountability (in conjunction with the Grantee).
ii. Participating in regular meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
iii. Reviewing and approving the project plan and all its components.
iv. Reviewing and approving reports and other materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
v. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership, and/or oversight of, or with, any Resource Entity or Grant Recipient, including but not limited to written agreements, and disbursement requests.

vi. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90).
vii. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms.

b. **The Grantee.**

The Grantee shall:

i. Perform or cause to be performed, in a timely manner, all Project work as described in this Grant Agreement.
ii. Comply with all applicable requirements of statutes and regulations under federal and California laws.
iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all assurances, declarations, representations, and statements made by Grantee in the Grantee application materials (Exhibit D) and as reflected in the Solicitation (Exhibit C).
iv. Require Resource Entities and Grant Recipients, if any, to meet all the aforementioned requirements, as applicable.
v. Use best efforts and subject matter expertise in managing, overseeing and implementing the Project. This includes but is not limited to:
    1) Closely communicate with CARB any significant changes to Project implementation that would impact timely completion of the Statement of Work (Exhibit B).
    2) Applying best efforts, and industry best practices and standards, Grantee will manage, oversee and administer quality control and timely delivery of Project deliverables, ensuring that Resource Entities fulfill their obligations and responsibilities.
    3) When requested, assist CARB with other aspects of program development and implementation that facilitate CARB's larger goal for emission reductions and equity considerations.
vi. Perform Public Outreach and Workforce Development
    1) As needed or upon CARB request, prepare outreach and educational materials, in consultation with CARB, necessary to educate local community members about the benefits of the Project.
    2) As needed or upon CARB request, assist CARB in engaging with the local community and the public, and assist collecting and incorporating lessons learned from public outreach events and communications with the public and the local community.
vii. Data Collection and Processing
    1) Collect, process, and analyze data in accordance with the Grant Agreement terms and, upon request, provide said data to CARB in a timely manner.
    2) Keep Project data in compliance with all privacy requirements as set

forth in this Agreement and applicable laws.

3) Consult with and get CARB approval before the release of any data that has been collected during the course of the Project.
4) Promptly respond to CARB's request for Project data.
5) Promptly notify CARB if there is any request for Project data.
6) Document findings from the Project.
7) Coordinate with other CARB data collectors and processors, as requested by CARB.

7. Fiscal Administration

a. **Budget.**

i. The maximum amount payable to Grantee by CARB shall not exceed the total amount of Grant Funds., (Exhibit B—Attachment I: Budget Summary).

ii. Under no circumstance will CARB reimburse the Grantee for more than the allowable amount of Grant Funds. A written amendment pursuant to the General Provisions of this Grant Agreement is required whenever there is a change to the Grant Funds.

iii. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by March 15, 2027, seventy-five (75) percent of total Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, the Term and Termination Section of this Grant Agreement shall apply.

iv. Subject to prior written approval from CARB, Budget line-item shifts of up to 10 percent of the Grant Funds may be made during the Term, provided such shifts over 10 percent are made by written amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I—Budget Summary, and Attachment II—Project Schedule).

b. **Project Funding.**

i. **Grant Disbursement Form (Form MSCD/ISB-90).**

a) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Fiscal Administration Section. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source.

Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to CARB a

Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment II, demonstration that the requirements of this section, Fiscal Administration, have been satisfied, and any other associated deliverables (if applicable). CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B, Attachment II, necessary to assure the goals of the Program are met.

b) The Grantee shall initially submit an unsigned Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review.
c) The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at **grants@arb.ca.gov**, with a CC to the CARB Project Liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation. Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1st of each CARB fiscal year to ensure adequate time for processing prior to the end of that fiscal year. The final disbursement request for this grant must be submitted by May 1, 2028. The funds specified in this Grant Agreement must be disbursed by June 30, 2028.
d) Grant payments are, in each instance, subject to CARB's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison determines that a milestone has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished or are not valid per the budget or are not reasonable, or that the Grantee has not met other terms or conditions of the Grant.
e) The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant disbursement. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.
f) CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

ii. **Supporting Documentation.**

a) For reimbursement, the requesting entity must submit:

1. Valid, true and correct invoices justifying the amount requested. Invoices must reflect only actual costs incurred by the entity requesting reimbursement.
2. All documentation demonstrating cost of work completed in the following categories: 1) Direct Labor Costs; 2) External Resource Entity fees for completed work (where applicable); 3) Direct Operating Costs; and 4) Indirect Costs.
3. Any additional documentation requested by CARB.

iii. **Authorized Costs:**

Authorized Costs (if set out in Exhibit B of this Grant Agreement) may include but are not limited to the following:

a) Direct Labor Costs

Direct Labor Costs are the actual salaries and wages paid to employees of the Grantee. Direct labor costs do not include fringe benefits, indirect costs, or profit. Direct labor rates and hours/months billed must be documented for each employee to justify the expense. Billed direct labor rates must be the actual direct labor rates paid, not to exceed the direct labor rates in this Grant Agreement's Exhibit B.

b) Direct Operating Costs

Direct Operating Costs include supplies and equipment, and generally excludes capital expenditures on real property, building and facility improvements, rent, phones, computers, software or other licenses, furniture, vehicles, aircraft, and vessels. If investment in these excluded items is necessary to carry out the Grantee responsibilities for the direct benefit of the Project, then advance written approval from CARB shall be required.

Direct Operating Costs also include:

a) Telecommunications and related utilities (electricity, telephone and internet services).
b) Travel expenses and per-dem rates set at the rate specified by California Department of Human Resources (CalHR). Travel is limited to inside California, except as otherwise approved in writing by CARB.
c) Except where expressly disallowed by CARB in the Solicitation or elsewhere in this Grant Agreement, permits and other jurisdictional approvals required to directly support the Project may be authorized.
d) Printing, records retention, and mailing.

c) Indirect Costs (Overhead)

Indirect costs (also sometimes referred to as overhead, general or administrative costs) means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Only an allocable portion of indirect costs directly benefiting the Project may be billed to CARB. Indirect costs shall not be reimbursed if they were not expressly identified in the Grantee's original application to the Solicitation and accompanied by a draft indirect cost allocation plan.

In order to claim indirect costs, the Grantee must first have in place a CARB approved indirect cost allocation plan (which must be an attachment to Exhibit B of this Grant Agreement). Indirect costs may only be claimed if it is supported by a documented cost allocation plan that details which amounts and types of costs are classified as indirect and how those costs are allocated among all of the Grantee's projects and activities.

Indirect costs will be unsupported or overclaimed under any of the following circumstances (by way of example but not limitation):

a) There is no documented support for indirect costs, such as an indirect cost allocation plan.
b) There is an indirect cost allocation plan, but it uses estimates instead of actual costs in the calculations.
c) There is an indirect cost allocation plan, which uses actual costs, but the supported rate from the plan is less than the rate that was claimed.
d) The method used to allocate costs is different than the one used to claim indirect expenditures.
e) The indirect plan includes expenditures that were also claimed as direct costs (double billing).
f) The indirect plan includes unallowable expenditures, such as fundraising or lobbying.
g) The indirect plan includes costs that are more appropriately classified as direct, such as consultants hired for a specific project.
h) The indirect plan is not updated each year with actual costs.

iv. **Funding of Grant Recipients and Resource Entities.**

a) The Grantee is responsible for making payments directly to Resource Entities and Grant Recipients, if any, upon verifying completion of milestones in the Resource Entity or Grant Recipient agreements.

The Grantee shall support, review, validate and finalize all Grant Recipient Grant Disbursement Forms (Form MSCD/ISB-90 or equivalent developed in coordination with CARB) and assist the Grant Recipients with submitting any and all needed backup documentation or reports. The Grantee shall disburse payments directly to the Grant Recipients. Grantee shall then disburse payments directly to the Grant Recipients. Grantee shall disburse payments directly to Resource Entities, as part of its Administrative Fee detailed in the Budget Section above.

c. **Suspension of Payments.**
    i. CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved, as confirmed in writing by CARB, or the Grant has been terminated. Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this agreement and will subject the Grantee to liquidated damages. Grantee shall resume work only upon receipt of written instructions from CARB.
d. **Grantee Match Funding.**
    i. Match funding from the Grantee, if applicable, can only be used in two ways:
        a) To reduce the cost to the State to implement the Program and,
        b) at CARB's discretion, to support active demonstration and CARB-approved projects.
    ii. Documentation that shows compliance with the guidance above must be provided to CARB in the Status Reports.
e. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.
f. **Advance Payments.** CARB shall not provide advance payment, and Grantee shall not provide advance payments to Resource Entities or Grant Recipients.
g. **Financial Records and Accounts.**
    i. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise

prohibited by law, Grantee further agrees that it will maintain separate Grant Fund accounts as required to manage and administer the Project, including the use of generally accepted accounting principles.

ii. Grantee shall not commingle the Grant Fund account with any other accounts, revenues, grants, donations, or funds. Grantee shall maintain all Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank accounts must be held in the name of the Grantee (the official entity name, and not a dba), and no other person or entity. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, Resources Entities, or Grant Recipients. All Grant Funds accounts shall adequately and accurately depict all amounts received and expended.

h. **Earned Interest.**

i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
   a) Interest earned by Grantee must be reported to CARB. All interest income must be returned to CARB and/or reinvested in the Program in a manner approved by CARB. Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
   b) Grantee must maintain accurate and complete accounting records (e.g. general ledger) that tracks interest earned and expended on Grant Funds, as follows:
      1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
      2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
      3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
      4. Earned interest must be fully expended by March 15, 2027.

ii. Documentation of interest earned on the Grant Funds must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a

minimum of five (5) years after the interest has been expended.

iii. The above documentation must be provided to CARB in the monthly Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

i. **Additional Remedies for Non-Compliance.**

i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, without limiting its other remedies, CARB is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.

ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with this Grant Agreement or with applicable air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds (including Administrative Fees) and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later.

a) **Liquidated Damages**

1. If CARB determines, within its sole and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay CARB, as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date, including but not limited to all Administrative Fees.
2. The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based

upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

3. This provision shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations, or laws caused by any third-party.

8. Documentation Of Expenditure Of State Funds.

Per the terms and conditions of this Grant Agreement as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure of Grant Funds and use of Administrative Fees. The documentation must be provided upon CARB request, and in Status Reports submitted monthly to CARB and in a final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

9. Project Monitoring

a. **Meetings.**

i. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.

ii. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.

iii. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant Agreement.

b. **Technical Monitoring.**

i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g. CARB Project Liaison) and will require a formal Grant amendment.

ii. The Grantee shall notify the CARB Project Liaison, immediately in writing, if any circumstances arise (technical, economic, or otherwise), which might place continued operation or completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).

iii. In addition to Status Reports (see the Reporting section), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.
iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant amendment.

10. Reporting

a. Monthly Status Reports.

i. The Grantee shall submit Status Reports on a monthly basis. The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
ii. Grantee acknowledges, understands and agrees that any information contained in any Status Reports or other submissions provided by Grantee, or any of its Resource Entities, may be used by CARB or any of its third-party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, Grantee acknowledges, understands and agrees that Status Reports submitted to CARB must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

> I certify, under penalty of perjury under the laws of the State of California, that I have examined and am familiar with the information in the enclosed Status Report, including all attachments thereto. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements, representations, conclusions and information are true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

iii. Grantee must provide Status Reports to CARB detailing Project activity including the status of funds used, current issues with administration or implementation. Status Reports shall contain, at a minimum:
    1) Current status of each Project milestone and deliverable, status of Grant Funds, if any match funding has been used, problems encountered and status of the Project timeline.
    2) Status of any outreach efforts being planned or completed since the last report.

3) Status of any administrative tasks required by CARB, such as report templates, translation services, or ADA remediation.
4) Status of data collection for each Project, reports on data collected so far, and plans for future data collection efforts.
5) Status of any Grant Funds disbursed to or held by the Grantee, including earned interest.

iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status Report must be submitted monthly, but may additionally be provided on an as-needed basis to justify additional funding from CARB. The first Status Report must be submitted one month after this Grant Agreement is fully executed or when first requesting disbursement of funds, whichever is sooner.

v. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B, Attachment II.

vi. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay, and how the Grantee plans to resume timely completion of milestones and deliverables in the Project Schedule (Exhibit B, Attachment II).

b. **Final Report.**

i. The Grantee must submit an ADA-compliant draft Final Report to CARB when the Project is complete or no later than March 31, 2028, before the expiration of the Term, whichever occurs sooner.

ii. The draft Final Report must include, at a minimum:
1) Total fund expenditures documentation (including but not limited to administrative fee, match and in-kind funds);
2) Status of any ongoing Project milestones, deliverables or issues;
3) Summary of all Project milestones and deliverables that have been completed;
4) Outreach and educational efforts;
5) Implementation challenges;
6) Recommendations for potential Program improvements; and,
7) Earned interest.

iii. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified in this Grant Agreement. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final version of the Final Report (inclusive of all supporting documentation), plus an electronic version of same, no later than 30 days before the expiration of the Term.

iv. The Final Report must also contain the same signed certification statement set out in the Monthly Status Report section above.

11. Oversight And Accountability

a. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
b. CARB or its designee may recoup Grant Funds due to misinformation, misrepresentation or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects or grants due to non-compliance with Grant Agreement or Program requirements, or due to misinformation, misrepresentation or fraud.
c. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual Resource Entity or Grant Recipient breach of their related agreements, fraud, misrepresentations or abuse of funds; suspected or known violations of any Grant terms or conditions; and all misrepresentations and fraud carried out by any third-parties including but not limited to any of Grantee's Resource Entities or other agents. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of this Grant Agreement and all related sub-agreements, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

12. Project Record Maintenance

a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, Resource Entity, and Grant Recipient financial and Program records ("Project Records").
b. Grantee shall:
    i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
    ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, level AA, or a subsequent version, as provided under this Grant Agreement.
    iii. Develop a systematic process and schedule to back up Project database(s) each day, at a minimum.

iv. Develop a plan for disaster recovery of all relevant software applications, websites, and data.
v. Develop and enforce security measures to safeguard Project database(s).
vi. Provide data updates to CARB upon request, which could include production of all Project records.
vii. Provide periodic data summaries to CARB.
viii. Provide monthly and the annual Status Reports to CARB detailing the status of the Project, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
ix. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds from Grantee, Resource Entity or Grant Recipient, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
x. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.

c. The Grantee shall retain a combined file for the Project containing:
i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
ii. CARB approved plans, policies, procedures and manuals.
iii. Copies of Grantee's Grant Disbursement Request Forms and supporting documentation.
iv. Documentation of earned interest generation and expenditure (see Fiscal Administration for more information).
v. Communications related to the Project, by and between CARB, Grantee, Resource Entities, and Grant Recipients.
vi. Copies of all deliverables from the Grantee, except as otherwise determined by CARB.
vii. Copies of any decision that CARB has made in support of the Project, such as minor changes in project scope, changes in timeline, or line-item shifts.
viii. Data that has been collected during the implementation of the Project.
ix. Any documents, files or webpages that have been created to support the outreach of the Project.
x. Presentations, pamphlets, posters, videos, or other electronic media used to support the Project.
xi. An official file for Program and Project, which shall adequately

document all significant actions relative to the Project.

xii. Records, contracts, subcontracts, statements of work, work product from Resource Entities.

d. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant Agreement, whichever occurs first. Upon completion of the fifth year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

13. Acknowledgement of CARB

Grantee agrees to acknowledge the California Air Resources Board (CARB) as a funding source for the Project and all Grant Recipient projects, when such projects are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material.

Grantee shall adhere to CARB's logo usage requirements, in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.

14. CCI

Where applicable, Grantee agrees to also acknowledge the California Climate Investments (CCI) program as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (http://www.caclimateinvestments.ca.gov/logo-graphics-request/). Below are specific requirements for acknowledgement.

Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "Advanced Technology Demonstrations and Pilot Projects, is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Invest, formerly

known as Cap-and-Trade, dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: Programa de Demostración de Tecnología Avanzada y Proyectos Piloto forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Invest, anteriormente conocido como Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo

15. Data and Intellectual Property Ownership

"Project Information Resources" means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any other intellectual property (IP) developed, substantially modified, licensed, or acquired by the Grantee, Resource Entities, or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine-readable form, such as computer storage media.

Grantee shall comply with the following terms, and ensure that all agreements with their Resource Entities and Grant Recipients also include the following terms, as applicable:

a. Ownership.
Project Information Resources developed, licensed, or acquired by a Grantee, Resource Entity, or Grant Recipient shall be the exclusive property of that entity.

b. Copyleft License.
Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to GNU General Public License version 3.0 or later (GPLv3).

Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third-parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later (Legal Code - Attribution-ShareAlike 4.0 International - Creative Commons).

Exceptions to the copyleft license requirement of this subsection include where:

i. The sharing of the material is restricted by law or regulation;
ii. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;
iii. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,
iv. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.

c. Intellectual Property Law.
Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,

d. CARB License.

Grantee grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent Grantee has the right to do so.

Grantee shall require its Resource Entities and Grant Recipients to grant CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent the Resource Entity or Grant Recipient has the right to do so.

16. Confidentiality And Data Security

Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third-party any record, data, or information which CARB has designated as confidential, in perpetuity. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB, and shall not be released without prior CARB approval in writing. Therefore:

i. Unauthorized use of Project Information Resources by Grantee, Resource Entities, Grant Recipients, or other third-parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data which has been stored or transmitted by Grantee, Resource Entities, or Grant Recipients, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.

ii. Project information or data, including but not limited to personally identifiable information ("PII") and all records and supporting documentation that personally identifies or describes an individual or individuals, is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. In performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

iii. Grantee must ensure that the Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, and Grant Recipients are informed of the confidential nature of any shared information or data; and, ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
iv. All of the persons and entities listed in the subsection above must adhere to all CARB confidentiality, disclosure, and privacy policies.
v. Grantee must sign all non-disclosure and confidentiality agreements provided by CARB, and shall require their Resource Entities and Grant Recipients to do the same when requested by CARB.
vi. Grantee must report any data breach, loss, or theft of Project Information Resources or Project Equipment to CARB immediately, and to any local, State, or federal officials as applicable.
vii. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach, or to conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
viii. Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of Grantee or any of their Resource Entities or Grant Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
ix. If Grantee believes disclosure of a confidential record or information may be required by law, such as the California Public Records Act (Gov.

Code, § 7920.000, et seq.), court order, or legal process (such as a subpoena), Grantee shall first give CARB at least fourteen (14) days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.

x. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.

xi. Grantee certifies, represents, and warrants that:
    1) Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;
    2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
        a) California Information Practices Act (Civil Code sections 1798, et seq.);
        b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
        c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and Grantee's plan to correct any negative findings shall be made available to CARB upon request;
        d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request; and
        e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS Publication 1075- Tax Information Security Guidelines for Federal, State, and Local Agencies, Health

Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

17. Insurance Requirements

The Grantee, and each Resource Entity or Grant Recipient, must comply with all requirements outlined in the (a) General Insurance Provisions section and (b) Grant Insurance Requirements section below. No payments of Grant Funds (including Administrative Fees) will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

This provision does not apply to voucher recipients or similar third-parties who receive Grant Funds for the purchase or lease of vehicles or equipment for their sole and exclusive ownership and personal use, and not for performance under this Grant Agreement where such vehicle or equipment will be used by the Grantee, Resource Entities, Grant Recipients, or the general public. Such individuals must obtain any and all insurance as required by the law and must show proof of such insurance upon the request of CARB or Grantee.

a. **General Insurance Provisions.**

i. **Coverage Term**

Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.

ii. **Policy Cancellation or Termination & Notice of Non-Renewal**

The Grantee is responsible for notifying the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of CARB, and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.

iii. **Premiums, Assessments, and Deductibles**
The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.

iv. **Primary Clause**
Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

v. **Insurance Carrier Required Rating**
All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VII. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

vi. **Endorsements**
For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name in an endorsement, using the following language exactly as presented here, "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds." A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California is required and must also be attached to the certificate.

Any required endorsements requested by the State or required in this Grant Agreement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

vii. **Inadequate Insurance**
Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

viii. **Satisfying a Self-Insured Retention (SIR)**
All policies with a SIR shall be endorsed to allow the State to satisfy the SIR or deductible at the State's discretion. The State may fund the SIR or deductible by deducting that amount from any Grant Funds otherwise due to the Grantee. Policies shall not contain any provision that limits the satisfaction of the SIR or deductible to the Named Insured. Alternatively, the Grantee can obtain from its insurer, and produce to

CARB, an express elimination of the requirement to pay the SIR or Deductible for "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds."

ix. **Available Coverages/Limits**
All coverage and limits available to the Grantee shall also be available and applicable to the State.

x. **Resource Entities and Grant Recipients**
In the case of the Grantee's utilization of Resource Entities to complete any part of the Grant scope of work, the Grantee shall include all Resource Entities as insureds under the Grantee's insurance or supply evidence of the Resource Entity's insurance to the CARB equal to or greater than the policies, coverages, and limits required of the Grantee. Grantee shall also ensure that Grant Recipients carry the same or greater coverage for the work or services performed.

b. **Grant Insurance Requirements.**
The Grantee, each Resource Entity, and each Grant Recipient, shall display evidence of the following on a certificate of insurance which includes all the required endorsements, including but not limited to additional insured endorsements. Failure to provide the certificates upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificates of insurance.

i. **Commercial General Liability**

Each entity shall maintain commercial general liability (CGL) on an occurrence form with limits not less than $2,000,000.00 per occurrence for bodily injury and property damage liability combined with a $4,000,000.00 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom a claim is made or a suit is brought subject to the entity's limit of liability.

ii. **Automobile Liability**
If the entity will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance or business automobile liability insurance is required. For vehicles used in a CARB-

funded shared mobility services that are not subject to Civil Code section 2505 (e.g., carshare vehicles, shuttles, and buses), the entity shall maintain business motor vehicle liability with limits of not less than a $5,000,000.00 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the entity shall maintain business motor vehicle liability with limits of not less than $1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Grantee certifies that the Grantee and any of their Resource Entities or Grant Recipients possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. At the request of CARB, each entity must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant.

iii. **Workers Compensation and Employers Liability**

The entity shall maintain statutory worker's compensation, with statutory limits, and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of $1,000,000.00 per claim are required.

The entity shall notify CARB in writing if they have no employees, or are otherwise exempt from worker's compensation, and therefore also exempt from this requirement for employer's liability coverage. If the entity retains employees or otherwise loses its exemption from worker's compensation at any point during the term of this Grant Agreement, it shall immediately notify CARB and comply with the worker's compensation and employer's liability insurance requirements stated herein.

iv. **Cyber Liability (If applicable)**

The entity shall maintain Cyber Liability coverage, with limits not less than $1,000,000.00 per occurrence or claim, and $2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion,

social engineering, and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the insured.

v. **Crime Insurance (If applicable)**

Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee or Grant Recipient will have on hand at any time must be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery, or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, and the California Air Resources Board.

vi. **Professional Liability (Errors and Omissions)**

The entity shall maintain insurance appropriate to the entity's profession, with a limit of no less than $1,000,000.00 per occurrence or claim, $2,000,000.00 aggregate.

vii. **Self-Insurance**

If a Grantee has elected to be self-insured, they must receive approval of their self-insurance program from CARB. To obtain CARB approval, the Grantee must submit the following documents to CARB:

1) Workers' Compensation – The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.

2) All Other – The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Grantee must also provide:
1) Their most recent audited annual financial statement including all accounting letters. The report must show the Grantee's owner's equity of at least $5,000,000.00 and annual profit of at least $500,000.00.
2) A signed written statement from the Grantee's certified public accountant (CPA) confirming the annual net profit for each of the prior four (4) years has been at least $500,000.00.

18. General Provisions (Alphabetical)

a. **Alternative Enforcement.**
The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

b. **Amendment.**
This Grant Agreement may only be amended by a written amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties. Unless otherwise approved by CARB, requests by Grantee for amendment of this Grant Agreement must be made at least sixty (60) days prior to the Grant term end date.

c. **Americans with Disabilities Act (ADA) Language.**
Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee, their Resource Entities or Grant Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with their Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements

described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

i. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, Resource Entities, or Grant Recipients, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.
ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

d. **Assignment.**
This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written amendment signed by authorized representatives of both Parties.

e. **Assurances.**
CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee, Resource Entities, or Grant Recipients, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

f. **Audit.**
Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor (formerly known as the California Bureau of State Audits), and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to produce all such records to CARB upon request, allow CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of Grantee and any and all of Grantee's Resource Entities and Grant Recipients who might reasonably have information related to such records. Furthermore, Grantee agrees to include in

all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, and Grant Recipients in relation to performance or use of the Grant Funds under this Grant Agreement.

g. **Authority.**
Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on that Party's behalf.

h. **Availability of funds.**
Grantee acknowledges, agrees and understands that Grantor's obligations, including but not limited to payment or reimbursement, under this Grant Agreement are contingent upon the availability of designated or legislatively appropriated funds. In the event funds are not available, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other reason. Grantee acknowledges it has no reasonable reliance interest in receiving any funds under this Grant Agreement in the event such funds are not designated or legislatively appropriated.

i. **Compliance with Law.**
The Grantee agrees that it will, at all times, comply with, and require their Resource Entities and Grant Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term. This requirement includes, but is not limited to:
    i. Obtaining any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities; and,
    ii. Compliance with federal law which prohibits employers from hiring, recruiting, or referring people who do not have the legal right to work in this country; or, hiring contractors who hire people who do not have the legal right to work in this country. (8 U.S.C. § 1324a.).

A failure of the Grantee to comply fully at all times with this section is a breach of this Grant Agreement and is cause for immediate termination of the Agreement without advance notice.

j. **Conflict of Interest.**
Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any

direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of $10,000.00 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

i. For this reason, CARB officials, including but not limited to advisory body members, may not be a signatory or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
ii. An advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. That organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
iii. Applications from organizations affiliated with CARB Board members may require additional review and CARB Board approval. This process may delay grant execution and/or distribution of funds.

k. **Construction.**
Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

l. **Cumulative Remedies.**
The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be

construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

m. **Days.**
"Day" or "Days" means calendar days, unless expressly noted otherwise.

n. **Disadvantaged Communities.**
The Grantee, for the purposes of this Program, the Project and all Grant Recipient projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

o. **Disputes.**
The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.

p. **Electric Vehicle Charging Infrastructure and Equipment Installation.**
Grantee must ensure the following requirements are included in all Grant Recipient and Resource Entity agreements for electric vehicle charging infrastructure funded with or performed using Grant Funds:

   i. In order to obtain authorization to start work from Grantee, an entity that is awarded funds to install electrical charging equipment for use by on-road transportation vehicles must provide both of the following:
      1) An "AB 841 Certification" that certifies the project will comply with all Assembly Bill (AB) 841 (Ting, 2020) (Pub. Util. Code, § 740.20) (AB 841) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and,
      2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
   ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
   iii. Prior to remitting payment to an entity for said installation, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements, and shall retain

Certification Numbers in accordance with the Grantee's records retention schedule.

iv. These electric vehicle requirements do not apply to any of the following:
   1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
   2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
   3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

q. **Electric Vehicle Charger Uptime.**
Under AB 2061 (ch. 345, stats. 2022; Pub. Resources Code, § 25231.5, as amended by AB 126 (ch. 319, stats. 2023)), the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers and charging stations (collectively, "EVCs") that will apply to all State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Resource Entities and Grant Recipients for the installation of EVCs to comply with the CEC standards as required by AB 2061, for a minimum of 6 years, unless the CEC decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs installed at residential real property containing four or fewer dwelling units.

r. **Entire Agreement.**
This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

s. **Equipment/Vehicle Ownership.**
Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools purchased, licensed, or constructed by Grantee or any of their Resource Entities using Grant Funds during the Term. CARB, within its discretion, may elect to determine the normal useful life of such Project Equipment. Project Equipment is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least $5,000.00.00, and purchased with CARB funds. All such Project Equipment is, upon acquisition, the exclusive property of the entity that acquired it, and shall primarily, but need not be exclusively, be used for the purposes of carrying out the obligations of this Grant Agreement during the Term. Upon request by CARB during the Term, in the event of cancellation or termination for cause, the Project Equipment, and title thereto, shall be delivered to CARB.

t. **Environmental Justice.**
In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal law.

u. **Executive Order N-6-22 – Russia Sanctions.**
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state of California ("State") agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

v. **Force Majeure.**
Neither CARB nor the Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.
    i. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written

proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.

ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

w. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools.** Grantee, Resource Entities, and Grant Recipients may use or authorize the use of CARB-provided funds only in a manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of future Administrative Fees or Grant Funds or termination of this Grant Agreement or any other agreements.

x. **GenAI Technology Use & Reporting.**

i. Definitions:

1) "Generative AI (GenAI)" means "an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." (Gov. Code § 11549.64.)

2) "Deliverable" means "software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items."

ii. Grantee must notify CARB in writing, within 15 days or a period agreed to by CARB, and require their Resource Entities and Grant Recipients to notify CARB in writing in the same timeframe, if they:

(1) Intend to provide GenAI as a deliverable to CARB; or,

(2) Intend to utilize GenAI, including GenAI from third-parties, to complete all or a portion of any deliverable that materially impacts:

(i) Functionality of a State system;

(ii) Risk to the State; or,

(iii) Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

iii. Notification shall be provided to CARB's Project Liaison identified in this Grant Agreement.

iii. At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material

impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

iv. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Resource Entities and Grant Recipients, which may include incorporating the GenAI Special Provisions into these agreements, at no additional cost to the State.

v. CARB, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Resource Entities and Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement .

y. **Governing Law and Venue.**
This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

z. **Grantee's Responsibility for Work.**
Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any Resource Entity or Grant Recipient. Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, or Grant Recipients. CARB will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, Grantee must submit a revised Budget to CARB, identifying

the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which Grantee will seek reimbursement.

ii. Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.

iii. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.

iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. No subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.

v. Grantee's obligation to pay the Resource Entities and Grant Recipients is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any such third-parties. Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each such third-parties for work performed in accordance with the terms of this Grant Agreement and the terms of any such third-party agreements.

vi. All Grant Recipient and third-party agreements must, at a minimum, incorporate all of the following:
    1) A clear and accurate description of the material, products, or services to be procured.
    2) A detailed budget and timeline.
    3) Provisions that allow for administrative, contractual, or legal remedies in instances where the Grant Recipient or third-party violates or breaches contract terms, and provides for such sanctions and penalties as may be appropriate.
    4) Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
    5) A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
    6) Language conforming to all of the General Provisions of this Grant Agreement.

vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.

aa. **Indemnification & Hold Harmless.**
Grantee agrees to indemnify, defend at their own expense, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, volunteers, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Grantee, or any of their Resource Entities or Grant Recipients, in performance under this Grant Agreement, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

bb. **Independent Actor.**
The Grantee, Resource Entities, and Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.

cc. **Labor Compliance for Drayage and Short-Haul (AB 794)** (If applicable).
Grantee shall ensure that all agreements with any and all of their Grant Recipients who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022), including all applicable provisions of California Health and Safety Code sections 39680 through 39693, as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

dd. **Nondiscrimination.**

i. During the performance of this Grant Agreement, Grantee and its Resource Entities and Grant Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee, Resource Entities, and Grant Recipients shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment. Grantee, Resource Entities, and Grant Recipients shall comply with the provisions of the Fair

Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 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.

ii. During the performance of this Grant, Grantee and its Resource Entities and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

iii. Grantee, Resource Entities, and Grant Recipients shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

iv. Grantee, Resource Entities, and Grant Recipients shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.

v. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee, Resource Entities, or Grant Recipients have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Resource Entity or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

vi. In the event of Grantee's or its Resource Entity's or Grant Recipient's noncompliance with this provision, Grantee or its Resource Entity or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement.

vii. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.

viii. To the extent that the Grant includes federal funding, Grantee and its Resource Entities and Grant Recipients should refer to the U.S. EPA Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices. Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as grantees) when developing and improving their legally required federal civil rights compliance efforts.

ix. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities and Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement.

ee. **Notice.**

i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

1) By delivery in person.
2) By certified U.S. mail, return receipt requested, postage prepaid.
3) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4) By electronic means.

ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4, Project Liaisons, of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

ff. **Office of Foreign Asset Control.**

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset

Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*. Refer also to the U.S. Department of the Treasury website: *https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions.* The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee represents, warrants, and agrees that Grantee is not, and will not become, in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall include in all agreements with its Resource Entities and Grant Recipients an acknowledgment that the entity and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee, any Resource Entity, or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

gg. **Order of Precedence.**
In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following Order of Precedence shall apply:

i. Grant Agreement Cover Sheet
ii. Exhibit A: Grant Provisions
iii. Exhibit B: Statement of Work:
    1) Attachment I: Budget Summary
    2) Attachment II: Project Schedule
    3) Attachment III: Key Project Personnel
iv. Exhibit C: FY 2021-22 and FY 2022-23 Grant Solicitation Package
v. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

hh. **Paragraph Headings.**
The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

ii. **Prevailing Wage and Labor Compliance.**
Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing

wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee, Resource Entities, and Grant Recipients.

jj. **Professionals**.
Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.

kk. **Severability.**
If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.

ll. **Survival**.
Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the General Provisions.

mm. **Third-Party Agreements, Required Terms**.
All grants, subgrants, technical grants, contracts, vouchers, agreements and subcontracts entered into by and between Grantee and any Resource Entity or Grant Recipient using or applying Grant Funds (in whole or in part) shall contain the language (or similar language with the same meaning and intent) in the following terms of this Grant Agreement: Audits, Authority, Availability of Funds, California Climate Investments (CCI) (if applicable), Compliance with Law, Confidentiality and Data Security, Conflicts of Interest, Data and Intellectual Property Ownership, Electric Vehicle Charging Infrastructure and Equipment Installation (if applicable), Electric Vehicle Charger Uptime (if applicable), Entire Agreement, Equipment/Vehicle Ownership, Force Majeure, Funding Prohibitions for Sectarian Purposes and Non-Public Schools, Fiscal Administration, Governing Law and Venue, Indemnification and Hold Harmless, Independent Actor, Labor Compliance for Drayage and Short-haul (AB 479) (if applicable), Non-Discrimination, Prevailing Wage and Labor Compliance, Survival, and Third-Party Beneficiaries.

nn. **Third-Party Beneficiaries.**
Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the

Term, and upon request by CARB, shall send to CARB a copy of said agreements.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third-party or third-parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

oo. **Timeliness**.
Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.

pp. **Waiver of Rights**.
Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Exhibit B - Statement of Work

1) Attachment I: Budget Summary

2) Attachment II: Project Schedule

3) Attachment III: Key Project Personnel

Attachment I – Budget Summary

Grantee: County of Monterey
Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator
Disbursement of Funds:

Budget Summary Table					
Task 1: Planning; Barrier Identification and Solution Development					
	CARB Funds		CEC Funds	Match Funds	
Task	Project	Admin	Project	Cash	In-Kind
1.1 – Project Management Team (PMT)					
1.1.1 – Establish PMT	$127,260.00				
1.1.2 - PMT Project Management (Recurring)				$313,269.00	
1.1.3 - Midpoint Report	$72,000.00				
1.1.4 – Draft PMT Final Report	$72,000.00				
1.1.5 – Final PMT Final Report	$72,000.00				
1.2 – Community of Practice (COP)					
1.2.1 - Discovery/Prepare Approach	$50,000.00				
1.2.2 – Quarterly Community of Practice Reports	$411,808.00				
1.2.3 – Procure Consultants	$311,808.00				
1.2.2 – Tactics	$411,808.00				

and Lessons Learned Report					
1.2.3 – Final Change Management Report	$511,808.00				
1.3 - Implement City of Santa Cruz's Fleet Electrification Tool					
1.3.1 – Collect Data for Fleet Electrification Tool Expansion					
1.3.2 – Fleet Electrification Tool Model Completion	$67,000.00				
1.3.3 – Fleet Electrification Tool Report	$67,000.00				
1.4 – Develop Employee EV Subsidy Program					
1.4.1 – Impact of Employee Commutes Report	$33,333.00				
1.4.2 – Draft Employee EV Subsidy Program Report	$33,333.00				
1.4.3 – Final Employee EV Subsidy Program Report	$33,333.00				
1.5 – Monterey Bay Area Climate Justic Collaborative Project Advisory Group Formation					
1.5.1 – Kickoff	$120,522.00				

Meeting					
1.5.2 – Quarterly Workforce and Community Feedback Meetings (Recurring)				$204,193.00	
1.5.3 – Outreach Process Refinement Report	$120,522.00				
1.5.4 – Final Outreach Report	$120,522.00				
Subtotal for Task 1	$2,636,056.00			$517,462.00	
Task 2: Workforce Development CEC Funded**					
Subtotal for Task 2			$115,203.00	$126,510.00	
Task 3: Electric Vehicle and Charging Procurement and Data Collection					
3.1 –CEC Funded EV Charging Infrastructure Procurement					
3.1.1 – Contract with EVSE Manufacturers					
3.1.2 – EVSE Installed*****			$5,572,922.00	$13,582,757.00	
3.1.3 – Maps and Photographs of EVSE Installations					
3.2 – CARB Funded EV Procurement					
3.2.1 – EVs Purchased					
3.2.2 – EV Deliveries and Telematics	$5,926,652.00			$1,480,699.00	

Installations (Recurring)					
3.3 – Data Collection and Final Report Deliverables					
3.3.1 – EV Data Collection and Draft Final Report					
3.3.2 – Final Report**	$200,000.00				
Subtotal for Task 3	$5,926,652.00		$5,572,922.00	$15,063,456.00	
Task 4: Grant Administration					
4.1.1 – Quarterly Reports (Recurring)		$1,256,594.00			
Subtotal for Task 4		$1,256,594.00			
Totals	**CARB Project**	**CARB Admin**	**CEC Project**	**Cash**	**In-Kind**
Subtotals	$8,762,709.00	$1,256,594.00	$5,688,125.00	$15,707,428.00	
CARB Grant Total (Project and Admin)	$10,019,303.00				
CEC Grant Total (Project)	$5,688,125.00				
Grantee Match Total (Cash and In-Kind)	$15,707,428.00				
Project Total	$31,414,856.00				

* Milestones to be paid out by CEC and all match associated with these milestones will be in accordance with CEC requirements, see CEC grant agreement. Regardless of which agency is paying on a milestone, the Grantee will ensure that all deliverables for all milestones are sent to both CARB and CEC.CARB will not reimburse for the Final Report until approval of the Final Report.

** CARB will not reimburse for the Final Report until approval of the Final Report.

Grant Funds
The Grantee shall receive grant funding in accordance with Fiscal Administration Section of this Grant Agreement.

Attachment II – Project Schedule

Grantee: County of Monterey
Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator
Detailed Scope of Work and Schedule

Task Name	Milestone	Completion Date
Task 1: Project Management: Planning, Barrier Identification and Solution Development	**1.1 – Project Management**	
	1.1.1 – Establish Project Management Team (PMT)	5/29/2026
	1.1.2 – PMT Project Management	Quarterly
	1.1.3 - Midpoint Report	3/30/2027
	1.1.4 – Draft PMT Final Report	3/31/2028
	1.1.5 – Final PMT Final Report	5/1/2028
	1.2. – Community of Practice (COP)	
	1.2.1 – Kickoff Discovery/ Prepare Approach	9/1/2026
	1.2.2 – Quarterly Community of Practice Reports	Quarterly
	1.2.3 – Procure Consultants	7/15/2026
	1.2.4 – Tactics and Lessons Learned Report	3/1/2027
	1.2.5 – Final Change Management Report	1/28/2028
	1.3 – Implement City of Santa Cruz EV Fleet Electrification Tool	
	1.3.1 – Collect Data for Fleet Electrification Tool Expansion	9/5/2026
	1.3.2 – Fleet Electrification Tool Model Completion	2/26/2027
	1.3.3 – Fleet Electrification Tool Report	9/30/2027
	1.4 – Develop Employee EV Subsidy Program	
	1.4.1 – Impact of Employee Commutes Report	1/30/2027
	1.4.2 – Draft Employee EV Subsidy Program Report	7/30/2027
	1.4.3 – Final Employee EV Subsidy Program Report	2/25/2028

	1.5 – Monterey Bay Area Climate Justice Collaborative Project Advisory Group Formation	
	1.5.1 – Kickoff Meeting	6/24/2026
	1.5.2 – Quarterly Workforce and Community Engagement Feedback Meetings	Quarterly after 6/24/2026
	1.5.3 – Outreach Process Refinement Report	12/31/2026
	1.5.4 – Final Outreach Report	2/28/2028
Task 2: Workforce Development (CEC Funded)	**2.1 – EV and EV Charging Installation Workforce Training Sessions**	
	2.1.1 -Training Schedule, Locations, and Workforce Training Contractors Selected for Workshops	4/30/2026
	2.1.2 – Lessons Learned Workforce Training Report	3/31/2027
	2.1.3 – Complete Staff Training Curriculum	9/30/2027
	2.1.4 – Final Workforce Development Report	3/31/2028
	2.2 – EVITP Certification Electrician Training and Outreach	
	2.2.1 – Develop EVITP Certification Webinar Materials	9/30/2027
	2.2.2 – DRAFT EVITP Certification Training Report	9/30/2027
	2.2.3 – Final EVITP Certification Training Report	3/31/2028
Task 3: Electric Vehicle and Charging Infrastructure Procurement and Data Collection	**3.1 – Install 95 CEC funded EV Charging Stations**	
	3.1.1 – Contract with EVSE Manufacturers	7/1/2026
	3.1.2 – EVSE Installed	5/3/2027
	3.1.3 – Maps and Photographs of EVSE Installations	5/3/2027
	3.2 – CARB Funded EV Procurement	
	3.2.1 – EVs Purchased	3/31/2027
	3.2.2 – EV deliveries and Telematics Installations	3/31/2027
	3.3 – Data Collection and Report Deliverables	2/28/2028

	3.3.1 – EV Data Collection and Draft Final Report	2/28/2028
	3.3.2 – Final Report	5/1/2028
Task 4: Grant Administration	**4.0 – Grant Administration**	
	4.1.1 – Quarterly Reports	Quarterly

TASK 1 Project Management, planning, barrier identification and solution development: Staff from each jurisdiction will serve on a Project Management Team (PMT) for the duration of the project and will participate in quarterly meetings for two and one-half years facilitated by grantee staff. The PMT will be lead points of contact between the Grantee and Subgrantees to complete the scope of work under this agreement. This work includes but is not limited to data collection and management, navigating jurisdictional and organizational differences, technical analysis, and proposing fleet transition alternatives.

The Grantee will work with the PMT to form a larger "community of practice" (COP) that will serve as a forum for fleet management staff, from managers to EV users to mechanics to maintenance staff, to identify and overcome barriers to transitioning fleets from internal combustion engines to EVs. The COP will meet on a quarterly basis and be facilitated by competitively procured change management professionals. The consultants will use a change management methodology to develop a stakeholder analysis, identify impacted groups of municipal staff, and how those staff impacts could result from a transition to EVs. The Grantee will consider a ProSci certification as an element of the procurement process to select a consultant to facilitate this task. Outcomes will include recommendations, vetted by the COP, to help transition organizational policies, standard operating procedures, staff roles and responsibilities and other behavioral aspects of municipal fleet management.

The County of Monterey, City of Watsonville, and County of Santa Cruz will also adopt the Fleet Electrification Planning Tool. The City of Santa Cruz recently completed this web-based tool that analyzes their existing fleet inventory characteristics (both internal combustion and EVs), their existing EV charging infrastructure, and their parking facilities (e.g., corporation yard, city hall) together with data on EV costs, GHG avoided and available incentives, to create user-specified scenarios on transitioning fleets to EVs. The City of Santa Cruz's initial work in establishing the tool will reduce the cost of adopting it, or a similar tool, for other jurisdictions by approximately half.

The Project Management Team and Grantee will develop a framework for participating jurisdictions to offer EV purchase subsidies for the lower paid employees of the jurisdictions. This will be evaluated as an equity consideration to

share the benefits of EV adoption with employees who may not be able to purchase an EV on their own.

The Grantee will contract with Ecology Action to engage with the Monterey Bay Area Climate Justice Collaborative during the scope of this project to best bring the benefits and opportunities of the project to DACs, LICs, and lower-income people. This includes all subtasks in Task 1 as well as the CEC funded workforce development elements of Task 2.

Task 1.1: Project Management Team

Task Description: The Regional Climate Project Working Group (RCPWG) will establish a Project Management Team to provide overall project management of the scope of work data gathering and coordination, and infrastructure and technical planning across subgrantees and subcontractors. The PMT will support data gathering for the community of practice, (Task 1.2), and fleet electrification tool, (Task 1.3), and contribute to and review the final report.

Task 1.1.1 – Establish PMT

Deliverable Description: Documentation of PMT member selection, PMT kick-off meeting with attendee list and agenda.

Due Date: May 29, 2026

Task 1.1.2 – PMT Project Management

Deliverable Description: Status reports from PMT included in quarterly reports, labor or invoices of work performed by PMT members.

Due Date: Quarterly

Task 1.1.3 – Midpoint Report

Deliverable Description: Report on midpoint of Project Management, planning, barrier identification and solution development.

Due Date: March 30, 2027

Task 1.1.4 – Draft PMT Final Report

Deliverable Description: PMT's contribution to the Final Report (draft for CARB review).

Due Date: February 25, 2028

Task 1.1.5 – Final PMT Final Report

Deliverable Description: Final Report in CARB-specified format.

Due Date: March 31, 2028

Task 1.2: Community of Practice

Task Description: The RCPWG will establish a community of practice to provide a forum for peer learning, identify barriers to electric vehicle (EV) adoption for municipal operations within fleet management teams (e.g., users, fleet managers, mechanics, maintenance staff), and propose solutions to the barriers.

Task 1.2.1 – Kickoff: Discovery/Prepare Approach

Deliverable Description: Documentation of Community of Practice members list, kick-off meeting agenda, meeting notes.

Due Date: September 1, 2026

Task 1.2.2 – Quarterly Community of Practice Reports

Deliverable Description: Status reports from COP included in quarterly reports, labor or invoices of work performed by COP members.

Due Date: Quarterly

Task 1.2.3 – Consultants Solicitation

Deliverable Description: Provide copies of competitive solicitation materials and invoices for labor related to consultant procurement.

Due Date: July 15, 2026

Task 1.2.4 – Tactics and Lessons Learned Report

Deliverable Description: Report on unique tactics for adoption, lessons learned and recommendations.

Due Date: March 1, 2027

Task 1.2.5 – Final Change Management Report

Deliverable Description: Final Report on Change Management closeout and sustainment plan.

Due Date: January 28, 2028

Task 1.3: Implement Expansion of City of Santa Cruz's Ev Fleet Electrification Tool

Deliverable Description: The RCPWG will implement the City of Santa Cruz's Fleet Electrification Planning Tool across three jurisdictions to assess its utility for planning transformation of municipal fleets to EVs.

Task 1.3.1 Collect Data for Fleet Electrification Tool Expansion

Deliverable Description: Submit a preliminary data report on existing fleet characteristics and other inputs for model improvements. Provide CARB with labor or invoices for work performed for the completion of this task.

Due Date: September 5, 2026

Task 1.3.2 Fleet Electrification Tool Expansion Completion

Deliverable Description 1.3.2. Completed model of fleet electrification scenarios for the County of Monterey, County of Santa Cruz, and City of Watsonville.

Due Date: February 26, 2027

Task 1.3.3 Fleet Electrification Tool Report

Deliverable Description: Report analyzing scenarios across the jurisdictions, decisions made using scenarios, assessing utility of model across jurisdictions and comparing costs of electrification across the jurisdictions.

Due Date: September 30, 2027

Task 1.4: Develop Employee EV Subsidy Program

Deliverable Description: The RCPWG will develop a framework for an

employee subsidy program for EV purchases and for standard operating procedures that provide charging access at work.

Task 1.4.1 Impact of Employee Commutes Report

Deliverable Description: Report on Impact of employee commutes.

Due Date: January 30, 2027

Task 1.4.2 Draft Employee EV Subsidy Report

Deliverable Description: Draft Report on framework for equitable employee subsidy program for EV purchase.

Due Date: July 30, 2027

Task 1.4.3 Final Employee EV Subsidy Report

Deliverable Description: Final Report on framework for equitable employee subsidy program for EV purchase.

Due Date: February 25, 2028

Task 1.5: Monterey Bay Area Climate Justice Collaborative Project Advisory Group Formation

Task Description: Engage with the Monterey Bay Area Climate Justice Collaborative with over 50% frontline serving organization membership to serve as a project advisory group and channel for outreach to their community constituents, including subgrants to CBOs providing services in each jurisdiction for participation.

Task 1.5.1 Monterey Bay Area Climate Justice Collaborative Advisory Group Kickoff Meeting
Deliverable Description: Kickoff meeting agenda and notes.
Due Date: June 24, 2026

Task 1.5.2 Monterey Bay Area Climate Justic Collaborative Advisory Group Meetings
Deliverable Description 1.5.2: Status reports from Monterey Bay Area Climate Justice Collaborative Advisory Group included in quarterly reports,

labor or invoices of work performed by collaborative members
Due Date: Quarterly after June 24, 2026

Task 1.5.3 Outreach Process Refinement Report
Deliverable Description: Report summarizing feedback from collaborative on approach to workforce and community engagement. Outline of Draft Report.
Due Date: December 31, 2026

Task 1.5.4 Outreach Report
Deliverable Description: Outreach report describing results of collaborative engagement, feedback at events and recommendations for future engagement of disadvantaged and low-income communities.
Due Date: February 28, 2028

Task 2 will be funded by CEC, see agreement with Grantee and CEC for further information.

TASK 2 Workforce Development: This task includes training for jurisdictions' major EV users, mechanics and maintenance staff. It will start with two joint training sessions across the jurisdictions (one for EV users and one for mechanics/maintenance staff) as well as five three-hour hands-on training sessions with mechanics and maintenance staff at their sites with their EVSEs and their EVs. This task also includes efforts to increase the number of electricians who have completed the Electrical Vehicle Infrastructure Training Program (EVITP).

Task 2.1: The RCPWG will provide training to EV and EV charging installation operators, mechanics and maintenance staff and expand this effort through regional workforce analysis and coordination. Training sessions will include two large plenary sessions (one for EV users and one for mechanics and maintenance staff) and four classroom/field sessions for each jurisdiction.

Task 2.2: The RCPWG will promote increased EVITP Certifications (or equivalent certification required by Federal or State grant programs) for electricians in Monterey Bay to enable accelerated infrastructure development and maximizing funding to local contractors for grant funded electrification projects.

TASK 3 Electric vehicle and charging infrastructure procurement and data collection: The RCPWG jurisdictions participating in the Fleet Accelerator will purchase approximately 116 municipal fleet EVs, including light and medium duty utility vehicles, street sweepers, transfer trucks, vans, landscaping vehicles, and forklifts, as well as associated EVSE infrastructure. By the end of the grant, the region

will have acquired and installed telematics and performed required data collection for approximately 116 zero-emission vehicles and 196 EVSEs, including those proposed for purchase and those provided as in-kind match. Data collection during the final year of the grant will help to identify processes to optimize future use, maintenance and procurement.

Task 3.1: CEC Funded EV Charging Infrastructure Procurement
Task Description: The RCPWG will procure install 95 EV charging stations using CEC funds.

Tasks 3.1.1 through 3.1.3 will be funded by CEC, see CEC agreement with Grantee and CEC for further details.

Task 3.2: CARB Funded EV Procurement
Task Description: The RCPWG will procure 91 EVs using CARB funds across the participating jurisdictions. CARB funding will be paid on a recurring milestone basis. The RCPWG will procure 25 EVs as match.

Task 3.2.1 EVs Purchased
Deliverable Description 3.2.1: Invoices for EV purchase orders.
Due Date: March 31, 2027

Task 3.2.2 EV Deliveries and Telematics installations
Deliverable Description 3.2.2: Proof of receipt for delivery of EVs, invoices, photographs, vehicle registrations (if applicable), odometer readings (if applicable), Vehicle Identification Numbers, and telematics installed.
Due Date: March 31, 2027

Task 3.3 EV Data Collection and Report Deliverables
Task Description: The RCPWG will collect and submit data as required by Appendix F to the Advanced Technology Demonstration and Pilot Projects Grant Solicitation, slide Deck summarizing jurisdictional accomplishments/process.

Task 3.3.1 EV Data Collection and Draft Final Report
Deliverable Description 3.3.1: Data collection share and draft Demonstration Report with draft analysis on EVs.
Due Date: March 31, 2028

Task 3.3.2 Final Report
Deliverable Description 3.3.2: Data delivered in CARB-specified format.

Due Date: May 1, 2028

TASK 4 Grant Administration:
Task Description: The County will provide fiscal administration and complete progress reports.

Task 4.1.1 Quarterly Reports
Deliverable Description 4.1.1: Quarterly Reports tracking agreement progress, including but not limited to fiscal administration, progress milestones, and match funding
Due Date: 10th calendar day of each January, April, July, and October during the approved term of this Agreement.

Task 4.1.2 Kickoff Meeting With CEC
Deliverable Description 4.1.2: Kickoff meeting with Grantee and CEC, agenda, notes. Monthly meetings thereafter.
Due Date: April 15, 2026; Monthly thereafter.

*This Agreement between CARB and the Grantee is a companion agreement to the agreement between CEC and the Grantee. CEC's agreement with the Grantee has additional details for all CEC Funded Milestones and upon execution shall be incorporated by reference.

Attachment III – Key Project Personnel

Grantee: County of Monterey
Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator

Name	Position	Duties
Cora Panturad	Sustainability Program Manager	Primary contact and lead on project for Regional Climate Project Working Group. County of Monterey Sustainability Program Manager. Responsible for contracting, grant admin, implementation, and coordinating with sub-awardees.
Tiffany Wise-West	Sustainability & Resilience Officer	Primary contact for City of Santa Cruz
Celina Stotler	Integrated Waste Manager	Primary contact for County of San Benito
Tatiana Brennan	Senior Administrative Analyst	Primary contact for County of Santa Cruz
Gabriel Gordo	Administrative Services Manager	Primary contact for City of Monterey
Kirsten Liske	Senior Director Regional Climate Leadership	Primary contact for Ecology Action, responsible for workforce development, EV expertise, outreach, and facilitation services

Exhibit C – Grant Solicitation

This exhibit incorporates by reference the FY 2021-22 and FY 2022-23 Grant Solicitation for the Advanced Technology Demonstration and Pilot Projects Program – Municipal Green Zones dated July 14, 2023, found at Low Carbon Transportation Investments and AQIP Grant Solicitations | California Air Resources Board.

Exhibit D – Grantee Application Package

This exhibit incorporates by reference the Grantee's Application Package for the Advanced Technology Demonstration and Pilot Projects Program – Municipal Green Zones dated October 26, 2023.

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
County of Monterey	**ZVI-25-009**
ADDRESS	AGREEMENT TERM
168 W. Alisal, 3rd Fl. Salinas, CA 93901	**02/11/2026 to 05/30/2028** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 36
Exhibit A-1 – Schedule of Products	Page(s): 4
Exhibit B – Budget	Page(s): 13
Exhibit C – Grant General Terms and Conditions	Page(s): 41
Exhibit C-1 – Special Terms and Conditions – Bankruptcy (12-10-24)	Page(s): 1
Exhibit D - Contacts	Page(s): 1

REIMBURSABLE AMOUNT $ 5,688,125
MINIMUM MATCH SHARE REQUIRED $ 13,709,267
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH $ 19,397,392

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Tatyana Yakshina		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, 3rd Floor, MS 18, Sacramento, CA 95814		RECIPIENT ADDRESS	

EXHIBIT A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration (CARB/CEC Task)
2		Project Management, Planning, Barrier Identification, and Solution Development (CARB Task)
3		Workforce Development (CEC Task)
4	X	Electric Vehicle and Charging Infrastructure Procurement (CARB/CEC Task)
5		Operations and Reliability (CEC Task)
6		Semi-Annual Electric Vehicle Charger Inventory Reports (CEC Task)
7		Other Data Collection and Analysis (CEC Task)
8		Project Fact Sheet (CEC Task)

KEY NAME LIST

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
1	County of Monterey- Cora Panturad, Sustainability Program Manager	NA	NA
2	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer	County of Monterey, County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	Ecology Action- Kirsten Liske, Senior Director Regional Climate Leadership

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
3	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer	County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	Ecology Action- Kirsten Liske, Senior Director Regional Climate Leadership
4	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer	County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	NA
5	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst	County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	NA

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
	County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer		
6	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer	County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	NA
7	County of Monterey- Cora Panturad, Sustainability Program Manager County of Santa Cruz- Tatiana Brennan, Senior Administrative Analyst County of San Benito- Celina Stotler, Integrated Waste Manager City of Watsonville- Gabriel Gordo, Administrative Services Manager	County of Santa Cruz, County of San Benito, City of Watsonville, City of Santa Cruz	NA

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
	City of Santa Cruz- Tiffany Wise-West, Sustainability & Resilience Officer		
8	County of Monterey- Cora Panturad, Sustainability Program Manager	NA	NA

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
AB	Assembly Bill
AC Level 2	Alternating current. A charger that operates on a circuit from 208 volts to 240 volts and transfers AC electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery.
ADA	Americans with Disabilities Act
API	Application programming interface. A type of software interface that offers service to other pieces of software. An API allows two or more computer programs to communicate with each other.
ATDPP	Advanced Technology Demonstration and Pilot Projects
Battery Energy Storage	Technology that stores electrical energy in batteries for later use, helping to stabilize the electric grid by balancing supply and demand, integrating renewable energy sources, and providing backup power during outages or peak demand periods.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CARB	California Air Resources Board
CEC	California Energy Commission
Charge attempt	Any instance of an EV driver taking action to initiate a charging session by taking one or all of the following steps in any order: 1) attaching the connector to the EV appropriately or 2) attempting to authorize a charging session by use of radio frequency identification (RFID) technology, credit card, charging network provider smartphone application (app), screen input, or calling the charging network provider's customer service number.

Charger	A device with one or more charging ports and connectors for charging EVs. Also referred to as electric vehicle supply equipment (EVSE). This definition excludes any charger used solely for private use at a single-family residence or a multifamily dwelling with four or fewer dwelling units.
Charging network	A collection of chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests.
Charging network provider	The entity that provides the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.
Charging port	The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.
Charging session	The period after a charge attempt during which the EV is allowed to request energy. Charging sessions can be terminated by the customer, the EV, the charger, the charging station operator, or the charging network provider.
Charging station	The area in the immediate vicinity of one or more chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.
Charging station management system	A system that may be used to operate a charger, to authorize use of the charger, or to record or report charger data, such as by using OCPP.
Charging station operator	The entity that owns the chargers and supporting equipment and facilities at one or more charging stations. Although this entity may delegate responsibility for certain aspects of charging station operation and maintenance to subcontractors, this entity retains responsibility for operation and maintenance of chargers and supporting equipment and facilities. In some cases, the charging station operator and the charging network provider are the same entity.
Connector	The device that attaches an EV to a charging port in order to transfer electricity.
Corrective maintenance	Maintenance that is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
CPR	Critical Project Review
CTP	Clean Transportation Program
DCFC	Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
Depot	Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis).

Downtime	A period of time that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed. Downtime is calculated pursuant to Task 5.3.
DSA	Data Sharing Agreement
EV	Electric vehicle. A vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this Agreement, this definition does not include golf carts, electric bicycles, or other micromobility devices.
EVITP	Electric Vehicle Infrastructure Training Program. It provides training and certification for electricians installing electric vehicle supply equipment.
EVSE	Electric vehicle supply equipment. A charger as defined.
Excluded downtime	Downtime that is caused by events pursuant to Task 5.3.
Failed charging session	Following a charge attempt, the criteria for a successful charging session were not met.
FTD	Fuels and Transportation Division
GFO	Grant Funding Opportunity
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.
Inoperative state	The charger or charging port is not operational.
Installed	Attached or placed at a location and available for use for a charging session. The date a charger is installed is the date it is first available for use for a charging session.
Interoperability	Successful communication between the software, such as the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed. Interoperability failure leads to failed charging sessions.
Maintenance	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked	A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting.
Nonnetworked charger	A charger that is not networked.
OCPP	Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.

Operational	Or “up.” A charging port’s hardware and software are both online and available for use, or in use, and the charging port is capable of successfully dispensing electricity.
Operative state	The charger is operational.
Preventative maintenance	Maintenance that is performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Primary Vehicle Type	A vehicle type depending on the GVWR such as "light duty" or "LD" (GVWR <= 10,000), "medium duty" or "MD" (10,000 < GVWR <= 26,000), "heavy duty" or "HD" (GVWR > 26,000).
Private	Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home).
Public	Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public.
Recipient	An applicant awarded a grant under a CEC solicitation.
RSA	Registered Service Agency. An entity that repairs a commercial device that is registered with the California Department of Food and Agriculture Division of Measurement Standards.
SB	Senate Bill
SCAR	Successful Charge Attempt Rate
Shared Private	Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences.
Software	A set of instructions, data, or programs used to operate computers and execute specific tasks.
Successful charging session	Following a charge attempt, a customer’s EV battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV’s onboard software system terminating the charging session, without an additional charge attempt.
Uptime	The charging port uptime percentage for the reporting period, excluding downtime pursuant to Task 5.3.

Background

The Budget Act of 2022 (Chapters 43, 45, and 249 of the Statutes of 2022) and Assembly Bill (AB) 211 (Chapter 574, Statutes of 2022), as amended by AB 158 (Chapter 996, Statutes of 2024), appropriated one-time funding from the General Fund to support infrastructure deployments, emerging opportunities, and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

On July 14, 2023, the California Air Resources Board (CARB) released a solicitation entitled “Advanced Technology Demonstration and Pilot Projects”. This competitive grant solicitation was to support a wide array of emerging opportunities including zero-emission off-road equipment, marine vessel, and Green Zone projects. The California

Energy Commission (CEC) would provide funding to support the purchase and installation of infrastructure in support of the resulting CARB projects. In response to the Advanced Technology Demonstration and Pilot Projects (ATDPP) solicitation, County of Monterey (Recipient) submitted application #28 which was proposed for funding in the CEC's Notice of Proposed Awards on August 5, 2025. The ATDPP solicitation and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of this Agreement, this Agreement shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Solicitation, the terms of this Agreement shall control.

NOTE: CEC is acting in coordination with CARB regarding the overall project, but CARB is not a party to this CEC grant agreement (Agreement). This Agreement is a companion agreement to the agreement between CARB and the Recipient. No work on this project can begin until CARB's agreement with the Recipient has been executed. Work under the agreement between CARB and the Recipient ("CARB agreement") is referenced in this Agreement as a "CARB Task" or a "CARB Sub-task;" these terms mean a task or sub-task for which (1) the CARB agreement governs; (2) where the Recipient's performance is due to CARB; and (3) where the Recipient's reimbursable costs will be funded by CARB.

Problem Statement:

Local government institutions face significant technological, financial, and institutional barriers to meeting greenhouse gas and air pollutant emissions reductions targets through the decarbonization of municipal fleets. Existing infrastructure, lack of training, utility management processes, capital improvement processes, and funding shortfalls for fleet decarbonization represent obstacles that few California jurisdictions have been able to successfully navigate. Furthermore, municipalities have been largely siloed from regional collaboration on this issue due to jurisdictional and administrative boundaries.

The availability of electric vehicle (EV) models and charging infrastructure alone has not been enough to clear the aforementioned barriers to scaled municipal fleet decarbonization in California. Significant State investment is needed to achieve rapid municipal fleet decarbonization due to the institutional inertia of municipalities and the procurement policies established over the last century that prioritize internal combustion.

Goals of the Agreement:

The goal of this Agreement is to develop a replicable model for municipal EV fleet transition.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Install 390 charging ports (192 dual-port Level 2 chargers and three (3) dual-port direct current fast chargers) in parking lots at municipal facilities across the Monterey Bay area and four (4) solar photovoltaic systems to support some of these chargers.
- Understand and address organizational and planning barriers through change management techniques and use of a fleet electrification planning tool.
- Increase staff acceptance of EVs by training EV users and fleet mechanics/maintenance staff and co-developing standard operating procedures around training, maintenance, and charging.
- Reduce emissions and inform future decision-making by strategically procuring EVs and electric vehicle supply equipment (EVSE) and collecting data across the Monterey Bay area.

TASK 1 ADMINISTRATION (CARB/CEC Task)

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication, procedures and data requests for implementing this Agreement. The Commission Agreement Manager (CAM) and CARB Project Liaison shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The CAM shall:

- Send the Recipient the *kick-off meeting agenda*.

The Recipient shall:

- Attend a "Kick-Off" meeting that includes the CAM, the CARB Project Liaison, and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a *written statement of match share activities* that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
    - The statement should include the following project activities: key milestone dates, site specific charger information and any other equipment to be included at the site(s).

- Provide an *updated Schedule of Products, updated list of match funds (Private, Utility, Federal), and updated list of permits.*
- Discuss the following administrative and technical aspects of this Agreement:
    - Agreement Terms and Conditions
    - Critical Project Review (Task 1.2)
    - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
    - Permit documentation (Task 1.7)
    - Subawards and site host agreements (if applicable) needed to carry out project (Task 1.8)
    - The CAM and CARB Project Liaison's expectations for accomplishing tasks described in the Scope of Work
    - An updated Schedule of Products and Due Dates
    - Monthly Calls (Task 1.4)
    - Quarterly Progress Reports (Task 1.5)
    - Program Management Data Report (report template to be provided by CAM)
    - EV Utilization Data Report (report template to be provided by CAM)
    - GHG Intensity Report (report template to be provided by CAM)
    - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)

CAM Product:

- Kick-Off Meeting Agenda

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds (Private, Utility, Federal)
- Updated List of Permits
- Written Statement of Match Share Activities

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM, the CARB Project Liaison, and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM and the CARB Project Liaison to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the *CPR meeting agenda and a list of expected participants* in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a *schedule for providing the written determination* described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a *written determination* in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a *CPR Report* for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- CPR meeting agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

  This meeting will be attended by, at a minimum, the Recipient, the CARB Project Liaison, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM or the CARB Project Liaison.

  The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM and the CARB Project Liaison will determine the appropriate meeting participants.

  The administrative portion of the meeting shall be a discussion with the CAM and the CARB Project Liaison about the following Agreement closeout items:

  - What to do with any equipment purchased with CEC funds (Options)
  - CEC request for specific “generated” data (not already provided in Agreement products)
  - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement, if applicable
  - “Surviving” Agreement provisions
  - Final invoicing and release of retention
- Provide *written documentation of meeting agreements*.
- Prepare a *schedule for completing the closeout activities* for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM, CARB Project Liaison, and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM or the CARB Project Liaison. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM and CARB Project Liaison shall:

- Schedule monthly calls.
- Provide and explain the Program Management Data Report Template during first monthly call and review with Recipient during subsequent monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM or CARB Project Liaison prior to the monthly call
- Complete the Program Management Data Report following the first monthly call and review and update with CAM during subsequent monthly calls as needed (Task 7)
- Provide verbal answers to the CAM and the CARB Project Liaison during the call.
- Send an *email to CAM and CARB Project Liaison concurring with call summary notes*.

Product:

- Email to CAM and CARB Project Liaison concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a *Quarterly Progress Report* which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM and the CARB Project Liaison the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at https://www.energy.ca.gov/media/4691.

Product:

- Quarterly Progress Reports

Task 1.6 Identify and Obtain Match Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *letter* documenting the match funding committed to this Agreement and submit it to the CAM the CARB Project Liaison at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
    - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
    - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner

and provide a contact name, address and telephone number, and the address where the property is located.

- Provide a *copy of the letter of commitment* from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information, including but not limited to, a *letter of new match fund commitment* to the CAM and the CARB Project Liaison if during the course of the Agreement additional match funds are received.
- Provide the CAM and the CARB Project Liaison *written notification* within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match fund commitment (if applicable)
- Written notification that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a *letter* documenting the permits required to conduct this Agreement and submit it to the CAM and the CARB Project Liaison at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
  - Type of permit
  - Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the *appropriate information* on each permit and an *updated schedule* to the CAM and the CARB Project Liaison.
- As permits are obtained, send a *copy of each approved permit* to the CAM and the CARB Project Liaison.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM and the CARB Project Liaison within 5 working days. Either of these events may trigger actions available to the CEC under this Agreement, such as an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each final approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)

Task 1.8 Obtain and Execute Subawards and Agreements with Site Hosts

The goal of this task is to ensure quality products and to execute subrecipient and site host agreements, as applicable, required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement and contracting policies and procedures.

The Recipient shall:

- Execute and manage subawards and coordinate subrecipient activities.
- Execute and manage site host agreements and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.

- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Submit a *letter* to the CAM and the CARB Project Liaison describing the subawards and any site host agreements needed or stating that no subawards or site host agreements are required.
- If requested by the CAM and the CARB Project Liaison, submit a *draft of each subaward and any site host agreement* required to conduct the work under this Agreement to the CAM and the CARB Project Liaison for review.
- If requested by the CAM and the CARB Project Liaison, submit a *final copy of each executed subaward and any site host agreement*.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM and the CARB Project Liaison.

Products:

- Letter describing the subawards and any site host agreements needed, or stating that no subawards or site host agreements are required
- Draft subaward (if requested)
- Final subaward (if requested)
- Draft site host agreement (if requested)
- Final site host agreement (if requested)

TECHNICAL TASKS

TASK 2 PROJECT MANAGEMENT, PLANNING, BARRIER IDENTIFICATION, AND SOLUTION DEVELOPMENT (CARB Task)

The goal of this task is to form a community practice of jurisdictional staff across the Regional Climate Project Working Group, which includes the Recipient, the Cities of Santa Cruz and Watsonville, and counties of San Benito and Santa Cruz, that will be a forum for fleet management staff, from managers to EV users to mechanics to maintenance staff, to identify and overcome barriers to transitioning fleets from internal combustion engines to EVs.

The Recipient shall:

- Establish a Project Management Team to support data collection of and facilitation of Community of Practice. The Project Management Team will prepare a *final report (draft and final) summarizing and reporting activities carried out as part of this task in CARB-specified format*.

- Establish a Community of Practice to provide a forum for peer learning, identify barriers to EV adoption for municipal operations within fleet management teams (e.g., users, fleet managers, mechanics, maintenance staff), and propose solutions to the barriers.
    - Prepare a *status report on completion of Phase 1: Discovery/Prepare Approach status report.*
    - Prepare a *status report on project management, barrier identification, and solution development kickoff meeting*.
    - Prepare a *status report on unique tactics for adoption, lessons learned and recommendations*.
    - Prepare *a report on change management closeout and sustainment plan*.
- Implement the City of Santa Cruz's Fleet Electrification Planning Tool across three jurisdictions, (County of Monterey, County of Santa Cruz, and City of Watsonville), to assess its utility for planning transformation of municipal fleets to EVs.
    - Collect *data on existing fleet characteristics, EV charging installations and other parameters* for input to the City of Santa Cruz's Fleet Electrification Planning Tool.
    - Prepare *a report on City of Santa Cruz's Fleet Electrification Planning Tool Model*.
    - Prepare *a technical memorandum analyzing fleet electrification scenarios*.
- Develop a framework for an employee subsidy program for EV purchases and for standard operating procedures that provide charging access at work. Prepare *a status report on the framework for equitable employee subsidy program for EV purchase*.
- Engage with the Monterey Bay Area Climate Justice Collaborative with over 50% frontline serving organization membership to serve as a project advisory group and channel for outreach to their community constituents, including subgrants to community-based organizations providing services in each jurisdiction for participation.
    - Report a *summary of feedback*.
    - Provide a *completed framework for equitable employee subsidy program for EV purchase.*
    - Prepare *an outreach report describing results of collaborative engagement.*

Products:

- Draft Final Report for CARB and CEC
- Final Report for CARB and CEC
- Phase 1: Discovery/Prepare Approach status report
- Status report on project management, planning, barrier identification, and solution development
- Status report on unique tactics for adoption, lessons learned and recommendations
- Report on change management closeout and sustainment plan
- Data on existing fleet characteristics, EV charging installations and other parameters
- Report on City of Santa Cruz's Fleet Electrification Planning Tool Model
- Technical memorandum analyzing fleet electrification scenarios
- Status report on the framework for equitable employee subsidy program for EV purchase
- Climate Justice Collaborative Workforce summary of feedback
- Completed framework for equitable employee subsidy program for EV purchase
- Outreach report describing results of collaborative engagement

TASK 3 WORKFORCE DEVELOPMENT (CEC Task)

The goal of this task is to provide training to all participating jurisdictions' major EV users, mechanics, and maintenance staff to overcome institutional and educational barriers to EV adoption; this includes the County of Monterey, County of Santa Cruz, County of San Benito, City of Santa Cruz, and City of Watsonville. This task also includes efforts to increase the number of electricians who have completed the Electrical Vehicle Infrastructure Training Program (EVITP).

The Recipient shall:

- Provide training to EV users and EV charging installation operators, mechanics, and maintenance staff and expand this effort through regional workforce analysis and coordination.
    - Training sessions will include two (2) large plenary sessions (one (1) for EV users and one (1) for mechanics and maintenance staff) and four (4) three-hour hands-on training sessions with mechanics and maintenance staff for each jurisdiction.
    - Develop *an initial report on training sessions* that includes but is not limited to attendance, barriers, and recommendations for revisions.

- Provide webinar, training, and outreach through training provider Ecology Action of Santa Cruz to promote increased EVITP Certifications (or equivalent certification required by Federal or State grant programs) for electricians in participating jurisdictions, including County of Monterey, County of Santa Cruz, County of San Benito, City of Santa Cruz, and City of Watsonville, to enable accelerated infrastructure development and maximizing funding to local contractors for grant funded electrification projects.
    - Submit *list of scheduled dates, locations, and contractors for training workshops*.
- Develop *EVITP Training Access Report* to document training delivered, any changes in the population of certified electricians, and recommendations to increase EVITP access and uptake.
    - The EVITP Training Access Report shall also include, but not be limited to: Completed training with the numbers of and staff positions receiving training and a recommendation for how to leverage curriculum within the region; EVITP webinar materials; summary of EVITP training and subsidies; training attendance logs; lessons learned through the training process; and log of frequently asked questions.
- Develop *training curriculum* for EV users, EV charging installation operators, and maintenance staff. Submit a *copy of training curriculum*.

Products:

- Initial report on training sessions
- List of scheduled dates, locations, and contractors for training workshops
- EVITP Training Access Report
- Copy of training curriculum

TASK 4 ELECTRIC VEHICLE AND CHARGING INFRASRUCTURE PROCUREMENT AND DATA COLLECTION (CARB/CEC Task)

The goal of this task is to purchase 116 municipal fleet EVs and install 390 charging ports (192 dual-port Level 2 chargers and three (3) dual-port direct current fast chargers) and four (4) solar photovoltaic systems (all match funds) across Regional Climate Project Working Group jurisdictions to accelerate EV adoption, and to collect data to assist in optimizing future use, maintenance, and procurement of decarbonized fleets. The CEC is only responsible for reimbursement of EV charger installation related portions of this task.

The Recipient shall:

- Procure 116 EVs using CARB funds across the participating jurisdictions and install at a minimum 95 EV chargers using CEC funds and 100 EV

chargers using match funds. Submit *Contracts with EVSE manufacturers* to CEC CAM and CARB Project Liaison. Purchase orders for 116 EVs must be submitted before reimbursement for eligible EVSE costs will be considered by the CEC CAM.

- Submit *invoices for EV purchase orders* (to CARB Project Liaison and CEC CAM) and *receipts for delivery of EVs and telematics installed* (to CEC CAM).
- Submit *installed EVSE documentation with map and photos* to CEC CAM and CARB Project Liaison.
- Install four (4) solar photovoltaic systems in County of Monterey and City of Santa Cruz to support new EVSE. Submit *installed solar photovoltaic system documentation with map and photos* to CEC CAM and CARB Project Liaison.
- Collect and submit to CARB project liaison *data* as required by Appendix F to the Advanced Technology Demonstration and Pilot Projects Grant Solicitation and summarize jurisdictional accomplishments/process.
- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure all applicable electric vehicle supply equipment (EVSE) installed for commercial use has a type approval certificate issued through the California Type Evaluation Program (CTEP) administered by the California Department of Food and Agriculture (CDFA) Division of Measurement Standards (DMS) or Certificate of Conformance issued by the National Type Evaluation Program (NTEP) administered through the National Conference on Weights and Measures. California accepts NTEP certificates so long as the device also meets CCR Title 4, Section 4002.11.
- Unless otherwise updated by the CDFA DMS, ensure installation, repair, and/or maintenance on applicable commercial EVSE is performed by a Registered Service Agency (RSA) and after the device is placed in service, the RSA must report this information to the county within 24 hours. Device owners are responsible for registering their device with the county.

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

Products:

- Contracts with EVSE manufacturers
- Invoices for EV purchase orders
- Receipts for delivery of EVs and telematics installed
- Installed EVSE documentation with map and photos
- Installed solar photovoltaic system documentation with map and photos
- Data (to CARB)
- AB 841 Certification
- EVITP Certification Numbers for all electricians installing EVSE

TASK 5 OPERATIONS AND RELIABILITY (CEC Task)

Recipient shall comply with the reliability performance standards, recordkeeping, reporting, and maintenance requirements (Requirements) for EV chargers installed as part of this Agreement, excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

Task *5*.1 Operations

- **Operational requirement for all chargers:** The Recipient shall operate charging ports installed as part of this Agreement during the term of this Agreement.
- **Uptime requirement for all chargers:** The Recipient shall ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- **Successful charge attempt rate (SCAR) requirement for networked chargers:** The Recipient shall ensure that the charging port SCAR for each charging port installed in the project is at least 90 percent for each year for six years after the beginning of operation.
- **Maintenance requirements for all chargers:** The Recipient shall:
    - Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
    - Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.
- **OCPP requirements for networked chargers:** The Recipient shall retain the services of a charging network provider that meets the bulleted criteria below to record, retain, and transmit the Remote Monitoring data for networked chargers specified in Task 5.2.
    - The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
    - The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
    - The charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
    - The charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
        - AuthorizeRequest shall be transmitted to the Central Management System by the charger.

- AuthorizeResponse shall be transmitted by the Central Management System to the charger.
- BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.
- HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
- HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.
- RequestStartTransactionRequest shall be transmitted by the Central Management System to the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
- StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
- TransactionEventRequest shall be transmitted to the Central Management System by the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
  - The optional field meterValue must be populated when the eventType field is set to either "Started" or "Ended."
  - When populated, the sub-subfield Value of the subfield SampledValue of the field meterValue shall be transmitted in Watt-hours (Wh).
  - When populated, the sub-sub-subfield unit of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default string, "Wh."
  - When populated, the sub-sub-subfield multiplier of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default integer, 0 (zero).
  - When the meterValue field is populated, the measurand sub-subfield of the SampledValueType subfield, of the field meterValue shall be populated as specified in OCPP 2.0.1 or a later version.

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this Agreement, this requirement to ensure operationality for six years after the beginning of operation shall survive the completion or termination date of this Agreement. In addition to other requirements in the Terms and Conditions of this Agreement, all CEC-reimbursable expenditures must be incurred within the Agreement term.

Task *5*.2 Recordkeeping and Transmittals

The goal of this task is to collect, maintain, and transmit records of charging port operation and reliability to the CEC.

The Recipient shall:

- **For networked chargers,** ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
- **For networked chargers,** ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation. Transmittals must begin within one month of the charger becoming operational.
- **For networked chargers,** ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide *Remote Monitoring records* to the CEC within 10 business days of request.
    - Provide digital records in a comma separated values file unless another file format is approved by the CEC for the request.
    - Provide a clear and understandable *Data Dictionary* that describes each data element and any associated units with all digital records.
    - **Remote monitoring data for networked chargers,** which will serve as the foundation for the *Remote Monitoring records* that must be submitted include:
        - All instances of the following Protocol Data Units, specified in OCPP 2.0.1, that are transmitted between the charger and the central system.
            1. AuthorizeRequest
            2. AuthorizeReponse
            3. BootNotificationRequest
            4. HeartbeatResponse
            5. RequestStartTransactionRequest
            6. StatusNotificationRequest
            7. TransactionEventRequest
- **For all chargers,** collect and retain the maintenance records specified below for each charging port installed and operated as part of this Agreement for 6 years from the date the charging port begins operation. Provide *Maintenance Records* to the CEC within 10 business days of request.
    - **Maintenance Records, for all chargers, Recipient shall collect and retain:**
        - Reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
        - Records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:
            1. Date and time of the maintenance event.
            2. Whether maintenance was corrective or preventive in nature.

3. Whether and for how long the charging port was in an inoperative state prior to maintenance.
4. Whether the charging port was in an operative state following maintenance.

Products:

- Remote Monitoring Records
- Data Dictionary
- Maintenance Records

Task *5*.3 Reporting

The goal of this task is to provide reports on charger reliability and maintenance.

The Recipient shall:

- For **each charger**, after the charger becomes operational**,** prepare and submit to the CEC *Quarterly Reports on Charger and Charging Port Reliability and Maintenance*. This report must conform to a format approved by the CEC and is provided for six years after the charging ports are operational. Each report must include:
  - A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
    - **For networked charging ports,** the time after the charger has transmitted a StatusNotificationRequest indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent StatusNotificationRequest is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each StatusNotificationRequest shall be used to quantify downtime.
    - **For networked chargers,** the time between a BootNotificationResponse transmitted by the Central Management System and the last HeartbeatResponse transmitted by the Central Management System prior to the BootNotificationResponse. The timestamps in the relevant BootNotificationResponse and HeartbeatResponse shall be used to quantify downtime.
    - **For all charging ports,** the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes,

but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.

- A summary of excluded downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
  - **Before Initial Installation:** Downtime before the charging port was initially installed.
  - **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
  - **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
  - **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each vandalism or theft event. A police report or similar third-party documentation is required to claim this as excluded time.
  - **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the charger(s) to claim this as excluded downtime.
  - **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.

- **Operating Hours:** Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.

- A summary and calculation of uptime. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = \frac{T - D + E}{T} * 100\%$$

U = Charging Port Uptime

T =

Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.

Q2 reporting period = 131,040 minutes.

Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

- **For networked charging ports,** a charge attempt summary for each charging port. The charge attempt summary shall include, as defined below, the total number of charge attempts, the total number of successful charge attempts, the total number of failed charge attempts, and the successful charge attempt rate for the reporting period.

  - **Charge Attempt.** A charge attempt occurs upon transmission of one or more of the protocol data units identified in following subsections A. through G. below between the Central Management System and the charger as specified in OCPP Version 2.0.1 or a subsequent version of OCPP. Any number of the Protocol Data Units described in A. through G. of this subsection below timestamped within a three-minute interval shall be counted as one charge attempt. Any number of TransactionEventRequest described in D. through G. of this subsection below transmitted with identical identifier strings in the transactionId subfield of the transactionInfo field shall be counted as one charge attempt.

A. An AuthorizeRequest message transmitted by the charger to the Central Management System.

   The AuthorizeRequest message shall not count as a charge attempt if the Central Management System responds with an AuthorizeResponse message with the status subfield of the idTokenInfo field set to any of the following responses:

   - “Blocked”
   - “ConcurrentTx”
   - “Expired”
   - “Invalid”
   - “NoCredit”
   - “NotAllowedTypeEVSE”
   - “NotAtThisLocation”
   - “NotAtThisTime”
   - “Unknown”

B. A RequestStartTransactionRequest message transmitted by the Central Management System to the charger.

C. A StatusNotificationRequest message transmitted by the charger to the Central Management System with the connectorStatus field set to “Occupied”.

D. A TransactionEventRequest message transmitted by the charger to the Central Management System with the eventType field set to ”Started”.

E. A TransactionEventRequest message transmitted by the charger to the Central Management System with the triggerReason field set to ”CablePluggedIn”.

F. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to “EVConnected”.

G. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to “Charging”.

- **Charging Session.** A charging session begins and ends as follows:

  A. A charging session begins when the charger transmits TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to “Charging.”

     - In the event that multiple TransactionEventRequest protocol data units are transmitted with the chargingState subfield of the transactionInfo field set to 'Charging' AND identical identifier strings in the transactionId subfield of the transactionInfo field, the charging session shall begin when the first of those protocol data units are sent. Which protocol data unit was sent first shall be determined based on the lowest value in the seqNo field.

  B. A charging session ends when the charger transmits a subsequent TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to any of the following values:

     - “EVConnected”
     - “SuspendedEV”
     - “SuspendedEVSE”
     - “Idle”

  C. The identifier string contained in the transactionId subfield of the transactionInfo field must be identical in the messages described in A. and B. of this subsection above.

  D. The date and time found in the timestamp field of the messages described in A. and B. of this subsection above shall be used to determine the start and stop time of a charging session.

- **Successful Charge Attempt.** A successful charge attempt is a charge attempt that is followed by either A. or B. of this subsection below prior to another charge attempt.

  A. A charging session that lasts for 5 minutes or longer as determined by the timestamps described above

  B. The stoppedReason subfield of the transactionInfo field of the TransactionEventRequest protocol data unit ending the charging session is set to one of the following:

     - “EnergyLimitReached”
     - “Local”
     - “Remote”

- "SOCLimitReached"

- **Failed Charge Attempt.** A failed charge attempt is any charge attempt that is not followed by a successful charge attempt prior to a subsequent charge attempt.
- **Successful Charge Attempt Rate.** The successful charge attempt rate for a charging port shall be calculated using the following formula:

$$SCAR = \frac{CA - FCA}{CA} * 100\%$$

Where:

SCAR = Successful Charge Attempt Rate

CA = Total Charge Attempts for the reporting period

FCA = Total failed charge attempts for the reporting period

- **For all chargers,** a summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability and Maintenance.

Product:

- Quarterly Report on Charger and Charging Port Reliability and Maintenance, submitted in a manner specified by the CEC for six years after charging ports are operational.

TASK 6 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS (CEC Task)

The goal of this task is to provide information on the total number of chargers in the Recipient's charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

The Recipient shall:

- Prepare an *Electric Vehicle Charger Inventory Report,* in a template provided by the CAM, on the total number of chargers in the Recipient's charging network in California that includes:
    - For chargers serving light-duty electric vehicles:
        - Number of public AC charging ports aggregated at the county level by charging network provider
        - Number of shared private AC charging ports aggregated at the county level by charging network provider
        - Number of public DC fast charging ports aggregated at the county level by charging network provider
        - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
    - For chargers serving medium- and/or heavy-duty vehicles:
        - Number of public AC charging ports aggregated at the county level by charging network provider
        - Number of shared private AC charging ports aggregated at the county level by charging network provider
        - Number of public DC fast charging ports aggregated at the county level by charging network provider
        - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
        - Number of other publicly available charging ports at the county level by charging network provider
        - Number of other depot charging ports by power output (less than 50 kilowatts (kW), between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable)
- Submit the *Electric Vehicle Charger Inventory Report* to the CAM, no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

Product:

- Electric Vehicle Charger Inventory Report

TASK 7 OTHER DATA COLLECTION AND ANALYSIS (CEC Task)

The goal of this task is to collect operational and programmatic data from the project. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

The Recipient shall:

- Prepare and provide a *Program Management Data Report* in a format chosen by the CEC following the first monthly call (Task 1.4) and update during subsequent monthly calls as needed.
- Collect and provide the following programmatic data for all EV chargers, and include in the *Program Management Data Report*. The programmatic data shall include, but not be limited to the following:
    - Electric Vehicle Charger Station Information:
        - Funding
            - The subsidy from a federal program, utility program, and private funding
        - Vehicles

Primary Vehicle Type served such as light duty (GVWR <= 10,000), medium duty (10,000 < GVWR <= 26,000), heavy duty (GVWR > 26,000)

        - Milestone Dates
            - Key milestone dates, such as permit request and received date, charger energization date, charger operational date, and other dates as requested by the CAM
        - Location
            - Primary site access type such as publicly available, shared private, private
            - Location/site use type, such as hotel, restaurant, or multi-unit housing
            - Charger site address
            - Parking location type, such as street, parking lot or parking garage
        - Other Equipment
            - Battery Energy Storage CEC cost and kWh capacity
            - Non-battery Distributed Generation CEC cost, kW capacity and type
        - ZEV Infrastructure Information:
            - Charger Information
            - Charger make and model, serial number, level (Level 1, Level 2, DCFC, MCS), nameplate capacity (kW), number ports per charger

Products:

- Program Management Data Report

Task 7.1 Utilization

The Recipient shall:

- Collect and provide to the CAM, at minimum, quarterly utilization data from the project for all installed chargers in an *EV Utilization Data Report*, in the format of the CEC's choosing, for three years after the charging ports are operational, including, but not limited to:
  - EV Charging Port:
    - Charging network provider name
    - Charger site address, city, zip code
    - Charger make, model, and manufacturer serial number
    - EV service equipment charger and charging port ID
    - Peak Power (kW)
    - Charging session start/end date and times
    - Charging session energy consumed (kW)
    - Plug in/un-plugged timestamp Coordinated Universal Time (UTC)
    - Charging interval peak demand
    - Charging interval start/end times
    - Charging interval energy consumed
    - If a bidirectional charger, energy (kWh) discharged back to grid or facility
    - Total transacted amount
    - Payment method

Products:

- EV Utilization Data Report provided, at a minimum, quarterly for three years after charging ports are operational.

Task 7.2 GHG Intensity Reporting

The Recipient shall:

- For EV chargers: collect and report the source and greenhouse gas emissions intensity, on an annual basis, of the electricity used and dispensed by the EV charging station(s) at the meter, consistent with the disclosure methodology set forth in Article 14 (commencing with Section 398.1) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code. Data must be reported to the CEC annually in the *GHG Intensity Report* specified by the CAM.

Products:

  - GHG Intensity Report

Task 7.4 Data Sharing Agreement

The goal of this subtask is to ensure a data sharing agreement with the parameters outlined below is in place for the purposes of facilitating data collection and reporting on EV charging ports.

The Recipient shall:

- Enter into a data sharing agreement with a charging network provider that shall include the following, and if the Recipient is a charging network provider, the Recipient shall enter into a data sharing agreement with the CEC that shall include the following:
    - The charging network provider fulfills all the data collection and reporting requirements described in Task 5.2 Recordkeeping and Transmittals (excluding Maintenance Records), Task 5.3 Reporting, TASK 6 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS, and Task 7.1 Utilization, on behalf of Recipient.
    - The charging network provider's reports adhere to CEC-approved formatting, report templating, and delivery methods.
    - CEC is identified as a third-party beneficiary to the data sharing agreement.
- Be responsible for ensuring the charging network provider fulfills all requirements described in the data-sharing agreement. Retention may be withheld under this Agreement until at least 12 months of data collection is provided by the charging network provider to the CEC.
- If the Recipient is not the charging network provider, submit a copy of the *dually signed data-sharing* agreement to the CEC within 30 calendar days of selecting a charging network provider and no later than when the first charging port under this agreement is energized. If the Recipient is the charging network provider, submit the *signed data-sharing agreement* using a template provided by the CAM, upon Cam request.
- Notify the CAM in writing within 30 calendar days if Recipient changes its selected charging network provider.
- If a new charging network provider is selected, the new dually signed data-sharing agreement shall be submitted to the CEC within 30 calendar days of the charging network provider's selection.

Product:

- Signed data-sharing agreement

TASK 8 PROJECT FACT SHEET (CEC Task)

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an *Initial Project Fact Sheet* at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that includes but is not limited to: a description of the project; the actual benefits resulting from the project; lessons learned from implementing the project; data on potential job creation, economic development, and increased state revenue as a result of expected future expansion; and a comparison of any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments. Use the format provided by the CAM.
- Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

Exhibit A-1

I. Instructions for Schedule of Products and Due Dates

This workbook contains the spreadsheet for the Schedule of Products and Due Dates. Items in <blue type> need to be completed. All other items should remain unchanged.

For each Administrative Task, insert the planned start and completion dates. For the Critical Project Reviews (CPRs), add as many CPRs as the project requires. If this form is being completed by an Applicant as part of a proposal to the Energy Commission, leave the CPR sections blank. These sections will be completed by the Energy Commission prior to issuing a funding award.

For each Technical Task, insert the name of each task as it is titled in the Scope of Work, the name of each product(s) associated with each task as they are titled in the Scope of Work (using Caps and Bold), and the planned completion dates. Delete or insert rows as necessary.

Exhibit A-1

Schedule of Products and Due Dates

Task Number	*Task Name*	*Product(s)*	*Due Date*
1.1	**Attend Kick-off Meeting**		
		Updated Schedule of Products	4/15/2026
		Updated List of Match Funds (Private, Utility, Federal)	4/15/2026
		Updated List of Permits	4/15/2026
		Written Statement of Match Share Activities	4/15/2026
		Kick-Off Meeting Agenda (CEC)	4/15/2026
1.2	**Critical Project Review Meetings**		
		CPR Report	12/1/2026
	1st CPR Meeting	CPR Meeting Agenda and List of Expected Participants (CEC)	12/1/2026
		Schedule for written determination (CEC)	12/16/2026
		Written determination (CEC)	12/23/2026
1.3	**Final Meeting**		
		Written documentation of meeting agreements	3/31/2028
		Schedule for completing closeout activities	3/31/2028
1.4	**Monthly Calls**		
		Email to CAM and CARB Project Liaison concurring with call summary notes	Within 5 days of receipt
1.5	**Quarterly Progress Reports**		
		Quarterly Progress Reports	10th calendar day of each January, April, July, and October during the approved term of this Agreement
1.6	**Identify and Obtain Match Funds**		
		A letter regarding match funds or stating that no match funds are provided	4/15/2026
		Copy(ies) of each match fund commitment letter(s) (if applicable)	4/15/2026
		Letter(s) for new match fund commitment (if applicable)	Within 10 days of identifying new match funds
		Written notification that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds
1.7	**Identify and Obtain Required Permits**		
		Letter documenting the permits or stating that no permits are required	4/15/2026
		A copy of each final approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
		Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8	**Obtain and Execute Subawards and Agreements with Site Hosts**		
		Letter describing the subawards and any site host agreements needed, or stating that no subawards or site host agreements are required	4/15/2026
		Draft subaward (if requested)	Within 10 calendar days of request
		Final subaward (if requested)	Within 10 calendar days of request
		Draft site host agreement (if requested)	Within 10 calendar days of request
		Final site host agreement (if requested)	Within 10 calendar days of request
2	**PROJECT MANAGEMENT, PLANNING, BARRIER IDENTIFICATION,**		
		Draft Final Report for CARB and CEC	1/31/2028
		Final Report for CARB and CEC	3/31/2028
		Phase 1 Status Report: Discovery/Prepare Approach	9/1/2026
		Status report on project management, planning, barrier identification, and solution development	5/28/2027
		Status report on unique tactics for adoption, lessons learned and recommendations	3/1/2027
		Report on change management closeout and sustainment plan	3/31/2028
		Data on existing fleet characteristics, EV charging installations and other parameters	6/1/2026
		Report on City of Santa Cruz's Fleet Electrification Planning Tool Model	8/28/2026
		Technical memorandum analyzing fleet electrification scenarios	3/31/2028
		Status report on framework for equitable employee subsidy program for EV purchase	7/30/2027
		Climate Justice Collaborative Workforce summary of feedback	7/31/2026
		Completed framework for equitable employee subsidy program for EV purchase	3/31/2028
		Outreach report describing results of collaborative engagement	3/31/2028
3	**WORKFORCE DEVELOPMENT**		
		Initial report on training sessions	3/31/2027

Exhibit A-1

Schedule of Products and Due Dates

Task Number	*Task Name*	*Product(s)*	*Due Date*
		List of scheduled dates, locations, and contractors for training workshops.	4/30/2026
		EVITP Training Access Report	3/31/2028
		A copy of training curriculum	9/30/2027
4	**ELECTRIC VEHICLE AND CHARGING INFRASRUCTURE**		
		Contracts with EVSE manufacturers	7/1/2026
		Installed EVSE documentation with map and photos	5/3/2027
		Invoices for EV purchase orders	5/3/2027
		Receipts for delivery of EVs and telematics installed	5/3/2027
		Installed solar photovoltaic system documentation with map and photos	5/3/2027
		Data (to CARB)	3/1/2028
		AB 841 Certification	3/1/2028
		EVITP Certification Numbers for all electricians installing EVSE	3/1/2028
5	**OPERATIONS AND RELIABILITY**		
5.2	**Recordkeeping and Transmittals**		
		Remote Monitoring Records	Within 10 business days of CEC request
		Data Dictionary	Within 10 business days of CEC request
		Maintenance Records	Within 10 business days of CEC request
5.3	**Reporting**		
		Quarterly Report on Charger and Charging Port Reliability and Maintenance	10th day of each January, April, July, and October
6	**SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY**		
		Electric Vehicle Charger Inventory Report	Within 30 calendar days of execution and then the end of each July and end of each January thereafter during the term of the agreement
7	**OTHER DATA COLLECTION AND ANALYSIS**		
		Program Management Data Report	After first monthly call and updated during subsequent monthly calls as needed
7.1	**Utilization**		
		EV Utilization Data Report	Quarterly

Exhibit A-1

Schedule of Products and Due Dates

Task Number	*Task Name*	*Product(s)*	*Due Date*
7.2	**GHG Intensity Reporting**		
		GHG Intensity Report	Annually
7.4	**Data Sharing Agreement**		
		Signed Data-Sharing Agreement	Within 30 calendar days of selecting a charging network provider or if the charging network provider changes
8	**PROJECT FACT SHEET**		
		Initial Project Fact Sheet	5/29/2026
		Final Project Fact Sheet (no less than 60 calendar days before the end term of the agreement)	3/31/2028
		High Quality Digital Photographs	3/31/2028

Workbook Instructions

Input Data: Enter information as required in all cells highlighted in Blue.

Restricted Editing: All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

For the Agreement Budget Template ONLY: Colored Tabs:
The "**Equipment**" and "**Subrecipients & Vendors**" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

Regarding Confidential Information: Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

Rules for decimal places on values:

- ***Budget and Invoice values:***
  - Rounding of any values, as described below, should be performed using standard rounding practices.
  - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent ($0.01).
  - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
  - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- ***Budget values:***
  - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar ($1).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar ($1).
- ***Invoice values:***
  - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent ($0.01).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent ($0.01).
  - **SPECIAL CIRCUMSTANCE for calculated currency values:** ONLY if a calculated value (e.g., rate x hours = actual labor expense) does NOT equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value DOES equal the actual expense.

Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. IMPORTANT: The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train. Travel Form required for all travel included on an invoice
- **Equipment** – 1) For equipment that is equal to or greater than $100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of $500,000 or greater; or 2) a single equipment vendor with $500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is $5,000 or more.

- **Subrecipients & Vendors** – Major subrecipients (Budget of $100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

Adding Rows: If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select “Unhide”). Hide any unused rows. DO NOT USE THE LAST TWO ROWS THAT ARE MARKED “CEC USE ONLY”. If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

FOR ECAMS SUPPORT TEAM ONLY: *ADDING ROWS:*
To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete “CEC USE ONLY” from all but the last two rows in the section, and (7) re-protect the sheet.

Updating Modification Date on Budgets:
After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.

FOR ECAMS SUPPORT TEAM ONLY: *UPDATING "TEMPLATE VERSION" DATE:*
After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "*Category Budget*" tab–this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "*Invoice Payment Cover Sheet*" tab–this updates the rest of the tabs in the template.

ECAMS Support: For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Category Budget

Agreement Number	ZVI-25-009
Name of Organization	County of Monterey
Recipient	
None	

Cost Category	CEC Share	Match Share	Total
Direct Labor	$ -	$ 17,763	$ 17,763
Fringe Benefits	$ -	$ 10,888	$ 10,888
Total Labor	**$ -**	**$ 28,651**	**$ 28,651**
Travel	$ -	$ -	$ -
Equipment	$ 5,572,923	$ 13,680,616	$ 19,253,539
Materials/Miscellaneous	$ -	$ -	$ -
Subrecipients/Vendors	$ 115,202	$ -	$ 115,202
Total Other Direct Costs	**$ 5,688,125**	**$ 13,680,616**	**$ 19,368,741**
Indirect Costs	$ -	$ -	$ -
Profit (not allowed for grant recipients)	$ -	$ -	$ -
Total Indirect and Profit	**$ -**	**$ -**	**$ -**
Grand Totals	***$ 5,688,125***	***$ 13,709,267***	***$ 19,397,392***
Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)	***$ -***		
Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities			

AGREEMENT BUDGET

Direct Labor (Unloaded)

ZVI-25-009: County of Monterey

	CEC Share	Match Share	Total
Grand Totals	$ -	$ 17,763	$ 17,763

AGREEMENT BUDGET

Fringe Benefits

ZVI-25-009: County of Monterey

	CEC Share	Match Share	Total
Grand Totals	$ -	$ 10,888	$ 10,888

AGREEMENT BUDGET

Travel

ZVI-25-009: County of Monterey

	CEC Share	Match Share	Total
Grand Totals	$ -	$ -	$ -

AGREEMENT BUDGET

Equipment

ZVI-25-009: County of Monterey

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning	EVSE Install	29.00	$ 93,800.00	**$ 2,720,200**	$ 2,720,200	$ -	**$ 2,720,200**	Select Yes or No	
E-2	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning, Obsolete Level 2 Charger Replacement (chargers, installation, and commissioning)	EVSE Install	8.00	$ 8,500.00	**$ 68,000**	$ 68,000	$ -	**$ 68,000**	Select Yes or No	
E-3	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning. Conduit Available	EVSE Install	3.00	$ 40,000.00	**$ 120,000**	$ 120,000	$ -	**$ 120,000**	Select Yes or No	
E-4	4	TBD	County of Monterey Scoped Project Level 2 chargers, installation, and commissioning at Castroville Library	EVSE Install	2.00	$ 106,302.00	**$ 212,604**	$ 212,604	$ -	**$ 212,604**	Select Yes or No	
E-5	4	TBD	County of Monterey Scoped Project Level 2 chargers, installation, and commissioning at San Lucas	EVSE Install	2.00	$ 106,302.00	**$ 212,604**	$ 212,604		**$ 212,604**	Select Yes or No	
E-6	4	Opterra Energy Services,LLC	County of Monterey Level 3 chargers, installation, and commissioning	EVSE Install	2.00	$ 65,000.00	**$ 130,000**	$ 130,000		**$ 130,000**	Select Yes or No	
E-7	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Parks maintenance Level 2	4.00	$ 2,200.00	**$ 8,800**	$ 8,800	$ -	**$ 8,800**	Select Yes or No	
E-8	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Landfill Level 2	2.00	$ 55,700.00	**$ 111,400**	$ 111,400	$ -	**$ 111,400**	Select Yes or No	
E-9	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Landscaping Level 2	1.00	$ 5,200.00	**$ 5,200**	$ 5,200	$ -	**$ 5,200**	Select Yes or No	

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-10	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Mower charger	1.00	$ 850.00	**$ 850**	$ 850	$ -	**$ 850**	Select Yes or No	
E-11	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	PD Level 2 as match	4.00	$ 7,500.00	**$ 30,000**	$ -	$ 30,000	**$ 30,000**	Select Yes or No	
E-12	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	City Hall Level 2 as match	4.00	$ 7,500.00	**$ 30,000**	$ -	$ 30,000	**$ 30,000**	Select Yes or No	
E-13	4	Solar Provider TBD	City of Santa Cruz Solar PV equipment and installation as match supporting EVSE	DER equipment and install to support EVSE	1.00	$ 70,000.00	**$ 70,000**	$ -	$ 70,000	**$ 70,000**	Select Yes or No	
E-14	4	TBD	City of Watsonville Level 3 DCFC, installation, and commissioning at Municipal Service Yard	EVSE Install DCFC LV 3 for waste hauler truck	1.00	$ 325,000.00	**$ 325,000**	$ 325,000	$ -	**$ 325,000**	Select Yes or No	
E-15	4	TBD	City of Watsonville Level 2 chargers, installation, and commissioning	EVSE Install as match	29.00	$ 92,103.45	**$ 2,671,000**		$ 2,671,000	**$ 2,671,000**	Select Yes or No	
E-16	4	TBD	County of San Benito MBARD Grant LV 2 chargers, installation, and commissioning	EVSE Install as match	1.00	$ 8,500.00	**$ 8,500**	$ -	$ 8,500	**$ 8,500**	Select Yes or No	
E-17	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	7.00	$ 24,600.00	**$ 172,200**	$ 172,200	$ -	**$ 172,200**	Select Yes or No	
E-18	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	18.00	$ 32,800.00	**$ 590,400**	$ 590,400	$ -	**$ 590,400**	Select Yes or No	
E-19	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	5.00	$ 45,133.00	**$ 225,665**	$ 225,665	$ -	**$ 225,665**	Select Yes or No	
E-20	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	5.00	$ 67,000.00	**$ 335,000**	$ 335,000	$ -	**$ 335,000**	Select Yes or No	
E-21	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning at various sites	EVSE Install	5.00	$ 67,000.00	**$ 335,000**	$ 335,000		**$ 335,000**	Select Yes or No	

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-22	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning at various sites	EVSE Install as match	35.00	$ 40,620.91	**$ 1,421,732**	$ -	$ 1,421,732	**$ 1,421,732**	Select Yes or No	
E-23	4	TBD	County of San Benito MBARD Grant LV 2 chargers, installation, and commissioning	EVSE Install as match	1.00	$ 8,500.00	**$ 8,500**	$ -	$ 8,500	**$ 8,500**	Select Yes or No	
E-24	4	Opterra Energy Services, LLC	County of Monterey LV2 chargers, installation, and commissioning	EVSE Install as match	26.00	$ 77,160.00	**$ 2,006,160**	$ -	$ 2,006,160	**$ 2,006,160**	Select Yes or No	
E-25	4	Opterra Energy Services, LLC	County of Monterey DER Equipment and Installation	DER equipment and installation as match	3.00	$ 2,478,241.33	**$ 7,434,724**	$ -	$ 7,434,724	**$ 7,434,724**	Select Yes or No	
							Grand Totals	**$ 5,572,923**	**$ 13,680,616**	**$ 19,253,539**		

AGREEMENT BUDGET

Materials & Miscellaneous

ZVI-25-009: County of Monterey

	CEC Share	Match Share	Total
Grand Totals	$ -	$ -	$ -

AGREEMENT BUDGET

Subrecipients & Vendors

ZVI-25-009: County of Monterey

Subrecipients

Reference ID	Task #	Subrecipient *(Please Use Legal Name)*	Enitity Number *(CA Secretary of State)*	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1	3	City of Santa Cruz	NA	Compensation for Energy Project Assistant staff time under task 3.	None	$ 1,007	$ -	**$ 1,007**	Select Yes or No	
S-2	3	Ecology Action of Santa Cruz	911787	Work in tasks 3 associated with workforce training	None	$ 43,435	$ -	**$ 43,435**	Select Yes or No	
S-3					None	$ -	$ -	**$ -**	Select Yes or No	
S-4					None	$ -	$ -	**$ -**	Select Yes or No	
					Subrecipient Totals	**$ 44,442**	**$ -**	**$ 44,442**		

Vendors

Reference ID	Task #	Vendor *(Please Use Legal Name)*	Enitity Number *(CA Secretary of State)*	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1	3	EVSE Training Provider To Be Contracted	TBD	Will provide training to community of practice	None	$ 70,760	$ -	**$ 70,760**	Select Yes or No	
V-2					None	$ -	$ -	**$ -**	Select Yes or No	
V-3					None	$ -	$ -	**$ -**	Select Yes or No	
					Vendor Totals	**$ 70,760**	**$ -**	**$ 70,760**		

Subrecipients & Vendors Grand Totals

	CEC Share	Match Share	Total
Grand Totals	**$ 115,202**	**$ -**	**$ 115,202**

AGREEMENT BUDGET

Indirect Costs and Profit

ZVI-25-009: County of Monterey

Select an Indirect Cost Rate Option

Indirect Cost(s)

	CEC Share	Match Share	Total
Indirect Costs Grand Totals	$ -	$ -	$ -

Profit

	CEC Share	Match Share	Total
Profit Grand Totals	$ -	$ -	$ -

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Budget Updates after Agreement Execution

ZVI-25-009: County of Monterey

Change #	Date Approved	Budget Categories	*All values should be rounded to the dollar ($1)*						Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total *(will reset after DD review)*	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM *(Approved Budget Totals)*	**TO** *(Revised Budget Totals)*	**Amount of CEC Funds Moving Between Categories**	**FROM** *(Approved Budget Totals)*	**TO** *(Revised Budget Totals)*	**Amount of Match Funds Moving Between Categories**				
1		Direct Labor	$ -	$ -	$ -	$ -	$ -	$ -		$0	$0	Select Yes or No
		Fringe Benefits	$ -	$ -	$ -	$ -	$ -	$ -				
		Travel	$ -	$ -	$ -	$ -	$ -	$ -				
		Equipment	$ -	$ -	$ -	$ -	$ -	$ -				
		Materials/Misc.	$ -	$ -	$ -	$ -	$ -	$ -				
		Subrecipients/Vendors	$ -	$ -	$ -	$ -	$ -	$ -				
		Indirect Cost	$ -	$ -	$ -	$ -	$ -	$ -				
		Profit *(not allowed for grant recipients)*	$ -	$ -	$ -	$ -	$ -	$ -				
		Totals	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**				
		Reallocation Decrease Subtotal			**$ -**			**$ -**				
		Reallocation Increase Subtotal			**$ -**			**$ -**				
		Total Budget Reallocation Between Budget Categories			**$ -**			**$ -**				
2		Direct Labor	$ -	$ -	$ -	$ -	$ -	$ -		$0	$0	Select Yes or No
		Fringe Benefits	$ -	$ -	$ -	$ -	$ -	$ -				
		Travel	$ -	$ -	$ -	$ -	$ -	$ -				
		Equipment	$ -	$ -	$ -	$ -	$ -	$ -				
		Materials/Misc.	$ -	$ -	$ -	$ -	$ -	$ -				
		Subrecipients/Vendors	$ -	$ -	$ -	$ -	$ -	$ -				
		Indirect Cost	$ -	$ -	$ -	$ -	$ -	$ -				
		Profit *(not allowed for grant recipients)*	$ -	$ -	$ -	$ -	$ -	$ -				
		Totals	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**				
		Reallocation Decrease Subtotal			**$ -**			**$ -**				
		Reallocation Increase Subtotal			**$ -**			**$ -**				
		Total Budget Reallocation Between Budget Categories			**$ -**			**$ -**				

Workbook Instructions

Input Data: Enter information as required in all cells highlighted in Blue.

Restricted Editing: All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

For the Agreement Budget Template ONLY: Colored Tabs:
The "**Equipment**" and "**Subrecipients & Vendors**" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

Regarding Confidential Information: Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

Rules for decimal places on values:

- ***Budget and Invoice values:***
  - Rounding of any values, as described below, should be performed using standard rounding practices.
  - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent ($0.01).
  - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
  - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- ***Budget values:***
  - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar ($1).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar ($1).
- ***Invoice values:***
  - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent ($0.01).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent ($0.01).
  - **SPECIAL CIRCUMSTANCE for calculated currency values:** ONLY if a calculated value (e.g., rate x hours = actual labor expense) does NOT equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value DOES equal the actual expense.

Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. IMPORTANT: The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train. Travel Form required for all travel included on an invoice
- **Equipment** – 1) For equipment that is equal to or greater than $100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of $500,000 or greater; or 2) a single equipment vendor with $500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is $5,000 or more.

- **Subrecipients & Vendors** – Major subrecipients (Budget of $100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

Adding Rows: If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select “Unhide”). Hide any unused rows. DO NOT USE THE LAST TWO ROWS THAT ARE MARKED “CEC USE ONLY”. If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

FOR ECAMS SUPPORT TEAM ONLY: *ADDING ROWS:*
To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete “CEC USE ONLY” from all but the last two rows in the section, and (7) re-protect the sheet.

Updating Modification Date on Budgets:
After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.

FOR ECAMS SUPPORT TEAM ONLY: *UPDATING "TEMPLATE VERSION" DATE:*
After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "*Category Budget*" tab–this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "*Invoice Payment Cover Sheet*" tab–this updates the rest of the tabs in the template.

ECAMS Support: For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources

Template Version 6/2/2023

Date of Last Budget Worksheet Modification: mm/dd/yyyy

BUDGET WORKSHEET

Category Budget

Agreement Number	ZVI-25-009
Name of Organization	County of Monterey
Recipient	
Select your organization's California Business Certifications	

Cost Category	CEC Share	Match Share	Total
Direct Labor	$ -	$ 17,763	$ 17,763
Fringe Benefits	$ -	$ 10,888	$ 10,888
Total Labor	**$ -**	**$ 28,651**	**$ 28,651**
Travel	$ -	$ -	$ -
Equipment	$ 5,572,923	$ 13,680,616	$ 19,253,539
Materials/Miscellaneous	$ -	$ -	$ -
Subrecipients/Vendors	$ 115,202	$ -	$ 115,202
Total Other Direct Costs	**$ 5,688,125**	**$ 13,680,616**	**$ 19,368,741**
Indirect Costs	$ -	$ -	$ -
Profit (not allowed for grant recipients)	$ -	$ -	$ -
Total Indirect and Profit	**$ -**	**$ -**	**$ -**
Grand Totals	***$ 5,688,125***	***$ 13,709,267***	***$ 19,397,392***
Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)	***$ 5,631,244***		
Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities	***99.00%***		

Template Version 6/2/2023

Date of Last Budget Worksheet Modification: mm/dd/yyyy

BUDGET WORKSHEET

Direct Labor (Unloaded)

ZVI-25-009: County of Monterey

Hourly Rates

Job Classification	Highest Estimated Labor Rate ($ per hour)	# of Hours	Rate x Hours	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
Sustainability Program Manager	$71.30	60.00	$ 4,278	$ -	$ 4,278	$ 4,278	No	
Sustainable Infrastructure Analyst MA I	$47.87	60.00	$ 2,872	$ -	$ 2,872	$ 2,872	No	
Chief of Facilities	$108.58	20.00	$ 2,172	$ -	$ 2,172	$ 2,172	No	
Maintenance Manager	$91.25	20.00	$ 1,825	$ -	$ 1,825	$ 1,825	No	
Capital Improvement Manager	$94.15	20.00	$ 1,883	$ -	$ 1,883	$ 1,883	No	
Fleet manager	$90.66	20.00	$ 1,813	$ -	$ 1,813	$ 1,813	No	
Chief of Public Works	$146.01	20.00	$ 2,920	$ -	$ 2,920	$ 2,920	No	
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
Hourly Direct Labor Totals				$ -	$ 17,763	$ 17,763		

Monthly Salary Rates

Job Classification	Highest Estimated Labor Rate ($ per month)	# of Months	Rate x Months	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
	$ -	0.00	$ -	$ -	$ -	$ -	Select Yes or No	
Monthly Direct Labor Totals				$ -	$ -	$ -		

Direct Labor Grand Totals

	CEC Share	Match Share	Total
Grand Totals	$ -	$ 17,763	$ 17,763

Template Version 6/2/2023

Date of Last Budget Worksheet Modification: mm/dd/yyyy

BUDGET WORKSHEET

Fringe Benefits

ZVI-25-009: County of Monterey

Job Classification	Highest Estimated Fringe Benefit Rate (%)	Direct Labor Costs ($)	Rate x Costs	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
Sustainability Program Manager	61.30%	$ 4,278	**$ 2,622**	$ -	$ 2,622	**$ 2,622**	Select Yes or No	
Sustainable Infrastructure Analyst MA I	61.30%	$ 2,872	**$ 1,761**	$ -	$ 1,761	**$ 1,761**	Select Yes or No	
Chief of Facilities	61.30%	$ 2,172	**$ 1,331**	$ -	$ 1,331	**$ 1,331**	Select Yes or No	
Maintenance Manager	61.30%	$ 1,825	**$ 1,119**	$ -	$ 1,119	**$ 1,119**	Select Yes or No	
Capital Improvement Manager	61.30%	$ 1,883	**$ 1,154**	$ -	$ 1,154	**$ 1,154**	Select Yes or No	
Fleet manager	61.30%	$ 1,813	**$ 1,111**	$ -	$ 1,111	**$ 1,111**	Select Yes or No	
Chief of Public Works	61.30%	$ 2,920	**$ 1,790**	$ -	$ 1,790	**$ 1,790**	Select Yes or No	
	0.00%	$ -	**$ -**	$ -	$ -	**$ -**	Select Yes or No	
	0.00%	$ -	**$ -**	$ -	$ -	**$ -**	Select Yes or No	
	0.00%	$ -	**$ -**	$ -	$ -	**$ -**	Select Yes or No	
Grand Totals		**$ 17,763**	**$ 10,888**	**$ -**	**$ 10,888**	**$ 10,888**		

Template Version 6/2/2023

Date of Last Budget Worksheet Modification: mm/dd/yyyy

BUDGET WORKSHEET

Travel

ZVI-25-009: County of Monterey

Reference ID	Task #	Traveler Name and Job Classification	Dates of Travel (From/To)	Departure and Destination	Trip Purpose	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
T-1						$ -	$ -	$ -	Select Yes or No	
T-2						$ -	$ -	$ -	Select Yes or No	
T-3						$ -	$ -	$ -	Select Yes or No	
					Grand Totals	$ -	$ -	$ -		

Template Version 6/2/2023

Date of Last Budget Worksheet Modification: mm/dd/yyyy

BUDGET WORKSHEET

Equipment

ZVI-25-009: County of Monterey

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning	EVSE Install	29.00	$ 93,800.00	**$ 2,720,200**	$ 2,720,200	$ -	**$ 2,720,200**	No	
E-2	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning, Obsolete Level 2 Charger Replacement (chargers, installation, and commissioning)	EVSE Install	8.00	$ 8,500.00	**$ 68,000**	$ 68,000	$ -	**$ 68,000**	No	
E-3	4	TBD	County of Monterey Level 2 chargers, installation, and commissioning. Conduit Available	EVSE Install	3.00	$ 40,000.00	**$ 120,000**	$ 120,000	$ -	**$ 120,000**	No	
E-4	4	TBD	County of Monterey Scoped Project Level 2 chargers, installation, and commissioning at Castroville Library	EVSE Install	2.00	$ 106,302.00	**$ 212,604**	$ 212,604	$ -	**$ 212,604**	No	
E-5	4	TBD	County of Monterey Scoped Project Level 2 chargers, installation, and commissioning at San Lucas	EVSE Install	2.00	$ 106,302.00	**$ 212,604**	$ 212,604		**$ 212,604**	No	
E-6	4	Opterra Energy Services,LLC	County of Monterey Level 3 chargers, installation, and commissioning	EVSE Install	2.00	$ 65,000.00	**$ 130,000**	$ 130,000		**$ 130,000**	No	
E-7	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Parks maintenance Level 2	4.00	$ 2,200.00	**$ 8,800**	$ 8,800	$ -	**$ 8,800**	Select Yes or No	
E-8	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Landfill Level 2	2.00	$ 55,700.00	**$ 111,400**	$ 111,400	$ -	**$ 111,400**	Select Yes or No	
E-9	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Landscaping Level 2	1.00	$ 5,200.00	**$ 5,200**	$ 5,200	$ -	**$ 5,200**	Select Yes or No	
E-10	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	Mower charger	1.00	$ 850.00	**$ 850**	$ 850	$ -	**$ 850**	Select Yes or No	
E-11	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	PD Level 2 as match	4.00	$ 7,500.00	**$ 30,000**	$ -	$ 30,000	**$ 30,000**	Select Yes or No	

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-12	4	TBD	City of Santa Cruz LV 2 chargers, installation, and commissioning	City Hall Level 2 as match	4.00	$ 7,500.00	**$ 30,000**	$ -	$ 30,000	**$ 30,000**	Select Yes or No	
E-13	4	Solar Provider TBD	City of Santa Cruz Solar PV equipment and installation as match supporting EVSE	DER equipment and install to support EVSE	1.00	$ 70,000.00	**$ 70,000**	$ -	$ 70,000	**$ 70,000**	Select Yes or No	
E-14	4	TBD	City of Watsonville Level 3 DCFC, installation, and commissioning at Municipal Service Yard	EVSE Install DCFC LV 3 for waste hauler truck	1.00	$ 325,000.00	**$ 325,000**	$ 325,000	$ -	**$ 325,000**	Select Yes or No	
E-15	4	TBD	City of Watsonville Level 2 chargers, installation, and commissioning	EVSE Install as match	29.00	$ 92,103.45	**$ 2,671,000**		$ 2,671,000	**$ 2,671,000**	Select Yes or No	
E-16	4	TBD	County of San Benito MBARD Grant LV 2 chargers, installation, and commissioning	EVSE Install as match	1.00	$ 8,500.00	**$ 8,500**	$ -	$ 8,500	**$ 8,500**	Select Yes or No	
E-17	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	7.00	$ 24,600.00	**$ 172,200**	$ 172,200	$ -	**$ 172,200**	Select Yes or No	
E-18	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	18.00	$ 32,800.00	**$ 590,400**	$ 590,400	$ -	**$ 590,400**	Select Yes or No	
E-19	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	5.00	$ 45,133.00	**$ 225,665**	$ 225,665	$ -	**$ 225,665**	Select Yes or No	
E-20	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning	EVSE Install	5.00	$ 67,000.00	**$ 335,000**	$ 335,000	$ -	**$ 335,000**	Select Yes or No	
E-21	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning at various sites	EVSE Install	5.00	$ 67,000.00	**$ 335,000**	$ 335,000		**$ 335,000**	Select Yes or No	
E-22	4	TBD	County of Santa Cruz Level 2 chargers, installation, and commissioning at various sites	EVSE Install as match	35.00	$ 40,620.91	**$ 1,421,732**	$ -	$ 1,421,732	**$ 1,421,732**	Select Yes or No	
E-23	4	TBD	County of San Benito MBARD Grant LV 2 chargers, installation, and commissioning	EVSE Install as match	1.00	$ 8,500.00	**$ 8,500**	$ -	$ 8,500	**$ 8,500**	Select Yes or No	
E-24	4	Opterra Energy Services, LLC	County of Monterey LV2 chargers, installation, and commissioning	EVSE Install as match	26.00	$ 77,160.00	**$ 2,006,160**	$ -	$ 2,006,160	**$ 2,006,160**	Select Yes or No	
E-25	4	Opterra Energy Services, LLC	County of Monterey DER Equipment and Installation	DER equipment and installation as match	3.00	$ 2,478,241.33	**$ 7,434,724**	$ -	$ 7,434,724	**$ 7,434,724**	Select Yes or No	
							Grand Totals	**$ 5,572,923**	**$ 13,680,616**	**$ 19,253,539**		

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BUDGET WORKSHEET

Materials & Miscellaneous

ZVI-25-009: County of Monterey

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
M-1					0.00	$ -	$ -	$ -	$ -	$ -	Select Yes or No	
M-2					0.00	$ -	$ -	$ -	$ -	$ -	Select Yes or No	
M-3					0.00	$ -	$ -	$ -	$ -	$ -	Select Yes or No	
						Grand Totals	$ -	$ -	$ -	$ -		

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BUDGET WORKSHEET

Subrecipients & Vendors

ZVI-25-009: County of Monterey

Subrecipients

Reference ID	Task #	Subrecipient *(Please Use Legal Name)*	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1	3	City of Santa Cruz	NA	Compensation for Energy Project Assistant staff time under task 3.	None	$ 1,007	$ -	**$ 1,007**	Select Yes or No	
S-2	3	Ecology Action of Santa Cruz	911787	Work in tasks 3 associated with workforce training	None	$ 43,435	$ -	**$ 43,435**	Select Yes or No	
S-3					None	$ -	$ -	**$ -**	Select Yes or No	
S-4					None	$ -	$ -	**$ -**	Select Yes or No	
					Subrecipient Totals	**$ 44,442**	**$ -**	**$ 44,442**		

Vendors

Reference ID	Task #	Vendor *(Please Use Legal Name)*	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1		EVSE Training Provider To Be Contracted	TBD	Will provide training to community of practice	None	$ 70,760	$ -	**$ 70,760**	Select Yes or No	
V-2					None	$ -	$ -	**$ -**	Select Yes or No	
V-3					None	$ -	$ -	**$ -**	No	
					Vendor Totals	**$ 70,760**	**$ -**	**$ 70,760**		

Subrecipients & Vendors Grand Totals

	CEC Share	Match Share	Total
Grand Totals	**$ 115,202**	**$ -**	**$ 115,202**

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BUDGET WORKSHEET

Indirect Costs and Profit

ZVI-25-009: County of Monterey

Recipient's Rate (From Cost Allocation Plan)

Indirect Cost(s)

Name of Indirect Cost	Indirect Cost (IDC) Base Category	IDC Base CEC Share ($)	IDC Base Match Share ($)	Total IDC Base CEC Share ($)	Total IDC Base Match Share ($)	Total IDC Base ($)	IDC Rate (%)	Rate x Base ($)	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
	Direct Labor	$ -	$ -										
	Fringe Benefits	$ -	$ -										
	Travel	$ -	$ -										
	Equipment	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	Select Yes or No	
	Materials/Misc.	$ -	$ -										
	Subrecipients/Vendors	$ -	$ -										
	Indirect Cost	$ -	$ -										
								Indirect Costs Grand Totals	$ -	$ -	$ -		

Profit

Profit Base Categories	Profit Base CEC Share ($)	Profit Base Match Share ($)	Total Profit Base CEC Share ($)	Total Profit Base Match Share ($)	Total Profit Base ($)	Profit Rate (%)	Rate x Base ($)	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
Direct Labor	$ -	$ -										
Fringe Benefits	$ -	$ -										
Travel	$ -	$ -										
Equipment	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	Select Yes or No	
Materials/Misc.	$ -	$ -										
Subrecipients/Vendors	$ -	$ -										
Indirect Cost	$ -	$ -										
							Profit Grand Totals	$ -	$ -	$ -		

EXHIBIT C

ZERO-EMISSION VEHICLE INFRASTRUCTURE (ZVI) TERMS AND CONDITIONS

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EXHIBIT C - APPENDIX 1
STREAMLINING GRANT TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1.Grant Agreement

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Zero-emission Vehicle Infrastructure (ZVI) Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2.Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

a. The funding solicitation under which this Agreement was awarded

b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3.Funding Limitations

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4.Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5.Products

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6.Reports

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is

progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports (only if required in Exhibit A Scope of Work)

A draft final report shall be submitted to the CAM in accordance with the currently approved Schedule of Products and Due Dates. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

c. Electric Vehicle Charger Inventory Report

The Recipient shall submit Electric Vehicle Charger Inventory Reports as indicated in the Special Conditions or Work Statement.

If the Recipient is a charging network provider, each Electric Vehicle Charger Inventory Report shall include counts of all the chargers in the electric vehicle charging network in California. If the Recipient is not a charging network provider, each electric vehicle charger inventory report shall include all the chargers the Recipient operates in California.

"Charging network provider" is defined as the entity that operates the digital communication network that remotely manages one or more chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.

Submission of a report in compliance with a regulation promulgated by the CEC that contains substantially similar reporting requirements shall be considered to satisfy this requirement.

d. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

e. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7.Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8.Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;

- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9.Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

Subcontracts must be submitted to the CAM for review, if requested. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision related to Executive Order N-6-22 – Russia Sanctions.

- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the “Indemnification” provision in this Agreement.
- Language conforming to the “Receipt of Confidential Information and Personal Information” provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission’s other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10.Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11.Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12.Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

c. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.

b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission’s Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees’ assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16.Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;

b. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

c. The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17.Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of $50/hour but the employee is only paid $40/hour, the Recipient can only bill for $40/hour. Under the same example, if the employee earned $70/hour but the Budget only lists $50/hour, the Recipient can only bill for $50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission by either (1) the approved agreement end term date or (2) the date specified in the Special Terms and Conditions of this agreement (if any), whichever is earlier.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

> *I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal

Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18.Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal

grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

Reimbursable Amount $200,000
Minimum Match Share Required $50,000
Total of Reimbursable Amount and Minimum Match Share Required $250,000
Minimum Match Share Percentage of Total Allowable Project Costs 20%

the Recipient agrees to be liable for a minimum of 20% ($50,000 divided by $250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is $125,000, the Recipient shall have provided a minimum of $25,000 ($125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

A. Energy Commission funds disbursed = $110,000
B. Match Share Documented and Approved = $15,000
C. Total Allowable Project Costs = $125,000 (Line A plus Line B)
D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
E. Minimum Match Share Amount Required = $25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, $10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C “Payment of Funds” and “Fiscal Accounting Requirements”).

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

19.Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20.Workers' Compensation Insurance

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21.General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

(a) A change of address.

(b) A change in the business name or ownership.

(c) The existence of any litigation or other legal proceeding affecting the project.

(d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.

(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"
- "Receipt of Confidential Information and Personal Information"

22. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidential Recipient Information

a. Identification of Confidential Recipient Information

For the purposes of this Section, “Confidential Recipient Information” refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the Energy Commission has agreed to designate as confidential under Title 20 California Code of Regulations Section. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in an Attachment to this Exhibit.

c. Confidential Deliverables: Labeling and Submitting Confidential Recipient Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in an Attachment to this Exhibit, specific Confidential Recipient Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as “Confidential” on each page of the

document containing the Confidential Recipient Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Recipient Information will be contained in the "confidential" volume: no Confidential Recipient Information will be in the "public" volume.

d. Submittal of Unanticipated Confidential Recipient Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may obtain or develop additional data or information not originally indentified as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in an Attachment to this Exhibit.

e. Disclosure of Confidential Recipient Information

Disclosure of Confidential Recipient Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Receipt of Confidential Information and Personal Information

a. For the purposes of this Section, "confidential information" refers to information the Energy Commission has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the Energy Commission has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

b. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). **Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.**

c. For the purposes of this Section, "special terms for confidential information" refers to the Energy Commission's special terms and conditions for the receipt of confidential information and personal information. The Energy Commission's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all

individuals who will be provided access to confidential information or personal information.

d. If the Recipient will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the Energy Commission's special terms for confidential information.

e. If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, subaward, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

f. If this Agreement does not include the Energy Commission's special terms for confidential information and the Energy Commission determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Energy Commission reserves the option to amend this Agreement to add its special terms for confidential information.

g. Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the Energy Commission's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the Energy Commission or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

26.Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27.Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

(i) prevailing wages are paid; and

(ii) the project budget for labor reflects these prevailing wage requirements; and

(iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

28.Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

29.Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

30.Assembly Bill 841 (2020)

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added

Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

(2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

EXHIBIT C- APPENDIX 1
STREAMLINING GRANT TERMS AND CONDITIONS

The California Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. Until the CEC is able to revise all of its standard terms and conditions templates to implement these improvements, the CEC is adding this Exhibit C Appendix to new grant agreements. The CEC acknowledges that terms in this Appendix will conflict with some of the terms and other requirements in the grant agreement. Accordingly, where there is a conflict, the CEC and Recipient agree that this Appendix controls. Outside of the changes made by this Appendix, all other grant terms and requirements remain unchanged.

Acronyms and Terms Used in this Document and Their Meaning

Acronym/ Term	**Meaning**
Agreement	The grant agreement executed between the CEC and the Recipient.
Budget Categories	Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit.
CAM	Commission Agreement Manager
CEC	California Energy Commission
Existing Terms	The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement.
Incurred Costs	An expense for which the Recipient has become liable (legally obligated) to pay.
MTDC	Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, vendors, travel, and up to the first $50,000 of each subrecipient agreement. MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subrecipient agreement in excess of $50,000.
Paid Costs	An expense for which the Recipient has already made payment.
Recipient	The entity that executed this Agreement with the CEC.
Subaward	For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.
Subrecipient (formerly Subcontractor)	A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.
Sub-Subrecipient	Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.

Acronym/ Term	Meaning
Vendor	A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over grant activities.
These Terms	The terms in this document titled "Streamlining Grant Terms and Conditions."

1.Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

2.Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

3.New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

4.Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds **within** each of the following Budget

Categories listed in the Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved, except possibly for the final invoice per section 4.A.3 below. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.

2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.

3. If there is a Budget Category overage on the final invoice, the Recipient can discuss with the CAM if the invoice can be approved without needing the amendment in section 4.A.1 above. The CAM will require a written justification for the budget category overage to determine if the invoice can be approved.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define “Budget Reallocation” to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of $5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "NEW EQUIPMENT/M&M FORM” which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. “Budget Reallocation” directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under $5,000.

C. An Amendment is No Longer Needed to Replace "Key Personnel."

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient added or replaced key or other personnel, or added or removed job classifications. Now, except when replacing "key personnel" the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can make change related to their respective personnel without written approval. Although changes to "key personnel" do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new "key personnel" during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for "key personnel" or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient's personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled "Subrecipients and Vendors."

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports.

Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to existing job classifications. None of this is required any longer. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

5.Budgets and Payment of Funds

A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT “negotiated rates” that can be charged by a Recipient or Subrecipient – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.
The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was

scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

1. De Minimis Option

   Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 15% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

   MTDC is defined for purposes of this Agreement as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, vendors, travel, and up to the first $50,000 of each subrecipient agreement. MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subrecipient agreement in excess of $50,000.
   If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

   An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

   This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from CEC Funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's Travel Form. Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.

2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage. Because the rates maintained on the ECAMS Resources webpage can change over time, the Recipient will be allowed to be reimbursed for the rates in place when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates change. Please sign up for the Active Agreements listserve to stay informed of all updates.

3. Lodging

   The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

4. Airfare

   The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.

5. Rental Car

   The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms is no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent ($0.01) using standard rounding, which is rounding down for $0.000 through $0.004, and rounding up for $0.005 through $0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

6.Incurred Costs

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of $10,000, the Recipient shall pay the entire $10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs $300,000 and will pay in three installments of $100,000 each over three months. The Recipient shall only invoice the CEC for $100,000 each month. The Recipient shall not invoice for the entire $300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement ZVI-25-009." Recipient shall remit the repayment to:

California Energy Commission
Accounting Office
715 P Street, MS-2
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

7.Subrecipients and Vendors

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

(1) Has its performance measured in relation to whether objectives of a CEC program were met;
(2) Has responsibility for programmatic decision-making;
(3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
(4) In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,
(5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a

fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

(1) Provides the goods and services within normal business operations;
(2) Provides similar goods or services to many different purchasers;
(3) Normally operates in a competitive environment;
(4) Provides goods or services that are ancillary to the operation of the CEC program; and
(5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

A. Subrecipient and Sub-Subrecipient Flow-Down Terms

For Recipient's agreements with Subrecipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient:

1. The Legal Statements on Products term does not have to be included if the Subrecipient will not generate any Products.

2. The Travel and Per Diem term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.

3. The Equipment term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.

4. The Confidential Recipient Information term does not have to be included if the Subrecipient will not have access to or generate Confidential Recipient Information as defined in Section 24.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make sure the Vendor complies with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidential Recipient Information, Travel and Per

Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement, the Recipient shall ensure its Vendor agreement secures the appropriate rights. Another example is the receipt of confidential information of personal information. If a vendor will have access to confidential information of personal information provided by the Energy Commission or a third-party for the performance of this Agreement, the Recipient must ensure its agreement with the vendor includes the Energy Commission's special terms and conditions for the receipt of confidential information and personal information before the vendor has access to any such information.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the "Changes to Grants - Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

8.Match Fund Timing

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of CEC funds. But this timing does not always work, especially if the CEC funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to Match Fund Spending Plan. The Plan must estimate how Match Funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC Funds. While These Terms allow additional

flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between CEC funds and Match funds spent.

Exhibit D

Special Terms and Conditions

1. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient shall immediately, but no later than five calendar days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's continued performance under the Agreement, the CEC reserves the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subawards and site host agreements.

EXHIBIT D
CONTACT LIST

California Energy Commission	Recipient
Commission Agreement Manager: *(Progress Reports and Non-Confidential Products may be emailed to the CAM or uploaded into ECAMS with Invoice.)* Miki Crowell California Energy Commission 715 P Street, MS-6 Sacramento, CA 95814 Phone: (916) 314-3159 e-mail: miki.crowell@energy.ca.gov	**Project Manager:** Cora Panturad County of Monterey 168 W. Alisal, 3rd Fl. Salinas, CA 93901 Phone: (831) 755 -5338 e-mail: panturadc@countyofmonterey.gov
(intentionally left blank)	**Administrator:** Deborah Paolinelli County of Monterey 168 W. Alisal, 3rd Fl. Salinas, CA 93901 Phone: (831) 755 -5309 e-mail: paolinelli@countyofmonterey.gov
Invoices: Please submit electronic invoices in ECAMS: https://ecams.energy.ca.gov/s/login/	**Accounting Officer:** Jose Garcia County of Monterey 168 W. Alisal, 3rd Fl. Salinas, CA 93901 Phone: (831) 755 -5119 e-mail: garciaj1@countyofmonterey.gov
Legal Notices: Phil Dyer Grants Manager California Energy Commission 715 P Street, MS-1 Sacramento, CA 95814 e-mail: phil.dyer@energy.ca.gov	**Recipient Legal Notices:** Michael Whilden County of Monterey 168 W. Alisal, 3rd Fl. Salinas, CA 93901 Phone: (831) 755 -5364 e-mail: whildenm@countyofmonterey.gov

August 7, 2025

Deborah Paolinelli
Assistant County Administrative Officer
County of Monterey
168 West Alisal Street
Salinas, California 93901

Dear Ms. Paolinelli:

Thank you for your response to the Fiscal Year (FY) 2021-22 and FY 2022-23 Advanced Technology Demonstration and Pilot Projects Solicitation (Solicitation). The County of Monterey and the project partners submitted a well-crafted proposal that meets the objectives and goals of the Solicitation. The Monterey Bay Municipal Fleet Electrification and Workforce Accelerator (Fleet Accelerator) project will couple electric vehicles (EV) and EV supply equipment (EVSE) purchases with change management, training, planning tools and data collection to create a model project for municipal EV fleet transition.

California Air Resources Board (CARB) is pleased to preliminarily offer a grant award in the amount of $10,019,303 to implement the project with the commitment of $1,998,161 in match contributions. This award includes funding from the California Energy Commission (CEC) that will focus on infrastructure and implementation. This preliminary award is to the County of Monterey for its project milestones/tasks as included in the Fleet Accelerator project application.

Before the project's grant agreement can be executed there are a few items that need to be resolved:

- Proceed with the California Environmental Quality Act (CEQA) process, providing the State Clearinghouse number and the final CEQA determination.
- Provide updated letters of commitment (include updated match from each City/County)
- Provide an updated letter from the County of Monterey on meeting the insurance requirement, for effective years of 2025-2026
- Submit Payee Date Record form - signed and dated for 2025

CARB's grant agreement can be executed between CARB and County of Monterey in advance of its execution of a grant agreement with the CEC. The preliminary CEC grant award coupled with this is in the amount of $5,688,125 to implement the project with the commitment of $13,709,267 in match contributions. CARB will not reimburse the grantee or project participants for any costs incurred before the execution of the CARB Grant Agreement. However, costs incurred by the County of Monterey after the issuance of this

preliminary award letter and before the execution of the grant agreement can be counted toward the project's in-kind match requirement.

If you have any questions or need further clarification, please contact Nathan Dean, Air Resources Supervisor I, by email at *Nathan.Dean@arb.ca.gov*.

Sincerely,

Nathan Dean

Nathan Dean, Manager, Mobile Source Control Division, California Air Resources Board

cc: Amritpal Sandhu, Air Pollution Specialist, Mobile Source Control Division

ADDENDUM TO PRELIMINARY AWARD LETTER

Update to Reflect August 7, 2025 Preliminary Award Letter

On August 7, 2025, the California Air Resources Board (CARB) preliminarily awarded the County of Monterey $10,019,303 to implement the Monterey Bay Municipal Fleet Electrification and Workforce Accelerator (Fleet Accelerator) project with the commitment of $1,998,161 in match contributions. CARB has a modification to the preliminary award letter. The modification is as follows:

Costs incurred by the County of Monterey after the issuance of this preliminary award letter and before the execution of the grant agreement can be counted toward the project's in-kind match requirement. CARB will not reimburse the grantee or project participants for any costs incurred before the execution of the CARB Grant Agreement except project participants will be able to place purchase orders for the vehicles and equipment after the issuance of the preliminary award letter and prior to the execution of the grant agreement. The vehicle costs would then be reimbursable only upon execution of the CARB grant agreement and when proper milestones are completed.

Introduced: 6/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $96,390 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

RECOMMENDATION/SUMMARY:

a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $96,390 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

DISCUSSION:

Monterey County Free Libraries is very fortunate to have dedicated non-profit and community support groups who regularly donate funds toward library materials, programs, and supplies. These include Friends of the Library groups at many branches, and the Foundation for Monterey County Free Libraries.

From January 4, 2026- May 3, 2026, the following donations were received by the Monterey County Free Libraries:

1/4/26 Friends of the Andy Ausonio Library $400.00
2/3/26 Friends of the Andy Ausonio Library $400.00
2/14/26 Friends of the Marina Library $1,595.00
3/3/26 Friends of the Andy Ausonio Library $400.00
3/5/26 Friends of the Marina Library $420.00
3/5/26 Friends of the Andy Ausonio Library $400.00
3/10/26 Foundation for the Monterey County Free Libraries $91,358.00
3/30/26 Friends of the King City Library $609.00
4/6/26 Friends of the Gordon R. Forrest Memorial Library $250.00
4/11/2026 Friends of the Marina Library $158.00
5/3/26 Friends of the Andy Ausonio Library $400.00

These donations assist Monterey County Free Libraries in continuing to enhance materials and programs for the public, as well as support and expand services to our communities.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed this item and approved as to form.

FINANCING:
The donations are anticipated in the Department's budget and are used for direct expenses on materials, programs, or supplies.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Additional support to enhance materials and programs at library branches supports the goals of the County of Monterey.

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, (831) 883-7559
Approved by: Hillary Theyer, Library Director, (831) 883-7566

Introduced: 6/2/2026

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Prepared by: Ava Rivera, Senior Account Clerk, (831) 883-7559
Approved by: Hillary Theyer, Library Director, (831) 883-7566

Introduced: 6/3/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute an Agreement with Pat Davis Design Group, Inc. (PDDG) to provide website development, design, and hosting services for the period from July 1, 2026, through June 30, 2027, at a cost not to exceed $57,900.

a. RECOMMENDATION

It is recommended that the Board of Supervisors:
a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute an Agreement with Pat Davis Design Group, Inc. (PDDG) to provide website development, design, and hosting services for the period from July 1, 2026, through June 30, 2027, at a cost not to exceed $57,900.

b. BACKGROUND

Based on the results of an RFP process conducted earlier that year, on August 1, 2018, the Executive Committee approved the selection committee's recommendation to negotiate an agreement to design, develop, maintain, and host a new, Workforce Innovation and Opportunity Act-compliant website with PDDG, a marketing and communications services provider that had successfully provided similar design and development services for other workforce development boards.

In April 2018, the Board of Supervisors had approved the MCWDB Executive Director to execute certain agreements not exceeding $45,000, which allowed for the execution of an agreement and amendment for website development, maintenance, and hosting services that did not exceed $45,000 for the term from September 19, 2018, through June 30, 2021.

On August 23, 2021, the MCWDB received approval from the Board of Supervisors authorizing the Executive Director to sign a new three-year agreement with PDDG for the period of July 1, 2021, through June 30, 2024, in an amount not to exceed $35,000 per year, with two renewals. The scope of work for this agreement included ongoing hosting, maintenance, security, and technical support services for the website and related tools and applications; new webpage design and content development; and refreshes of existing webpages on the site. The second renewal will terminate on June 30, 2026.

c. DISCUSSION

The Board of Supervisors is asked to authorize the Executive Director of the MCWDB to sign a new Agreement with Pat Davis Design Group, Inc. to provide website development, design, and hosting

services for the period of July 1, 2026, through June 30, 2027, at a cost not to exceed $57,900. At its meeting of April 23, 2026, the MCWDB approved the Agreement to be executed for a period of one year.

d. OTHER AGENCY INVOLVEMENT
County Counsel has approved the proposed Agreement.

e. FINANCING
The Board of Supervisors' approval of the proposed Agreement with PDDG will have no impact on the Monterey County General Fund. The funding identified in the Agreement is budgeted to Fund 021, Appropriations Unit CAO030, Department 1050, Unit 8478.

f. BOARD OF SUPERVISORS STRATEGIC PLAN GOALS
Approval of the Agreement for website services will allow the MCWDB to connect job seekers, employers, and other community members to the employment resources they need, resulting in the training and hiring of additional workers and ultimately to economic prosperity for Monterey County residents and businesses.

__✓_ 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

g. Prepared by:
Vanessa Kor
Management Analyst II
Monterey County Workforce Development Board
(831) 796-6412

h. Recommended by:
Christopher Donnelly
Executive Director
Monterey County Workforce Development Board
(831) 759-6644

i. Attachment:
2026-27 Agreement with Pat Davis Design Group, Inc.

Introduced: 6/3/2026 **Current Status:** Draft

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

""

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g. Prepared by:
Vanessa Kor
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h. Recommended by:
Christopher Donnelly
Executive Director
Monterey County Workforce Development Board
(831) 759-6644

i. Attachment:
2026-27 Agreement with Pat Davis Design Group, Inc.

Agreement
between the
Monterey County Workforce Development Board (MCWDB)
and
Pat Davis Design Group Inc.

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the MCWDB) and Pat Davis Design Group, Inc. (hereinafter referred to as "Contractor").

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the MCWDB and Contractor for the provision of website development, design, and hosting services for the MCWDB.

The scope of services and expected deliverables are specified in Exhibit A – Scope of Services, and a budget summary is specified in Exhibit B – Budget Summary. Exhibit C – WIOA Certifications and Assurances sets forth terms and requirements imposed by the Workforce Innovation and Opportunity Act (WIOA) and implementing regulations, guidance and directives. Exhibit D – Auto Liability Modification waives required automobile liability insurance based on remote delivery method of scope of services. All Exhibits are incorporated by reference into this Agreement.

II. BACKGROUND

The MCWDB, a government entity created by a federal statute, WIOA, is charged with overseeing the allocation of WIOA funds and the WIOA-funded program operations of the Adult, Dislocated Worker, and Youth programs in in the Monterey County local workforce area.

By entering into this Agreement, Contractor agrees to provide website development, design, and hosting services for the MCWDB. Contractor agrees to review all MCWDB policies, located at www.montereycountywdb.org, before the start of this Agreement, and to comply with all MCWDB policies in the performance of this Agreement.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties to this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor is bound to comply with all the requirements of the WIOA as set forth in Exhibits A and C, and that the MCWDB shall oversee such activities.

This document and Exhibits A through D contain the entire Agreement of the parties and supersede all negotiations, verbal or otherwise, and any other agreement or any established practice(s) between the parties hereto.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective **July 1, 2026,** and remain in full force and effective through **June 30, 2027,** unless sooner terminated as provided herein.

The MCWDB may terminate this Agreement by giving ninety (90) calendar days written notice to Contractor, with or without cause. If the MCWDB terminates this Agreement, the MCWDB may proceed to direct available funding to another provider of website development, design, and hosting services. This Agreement is contingent upon available funding.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates Pat Davis Design Group President George Dimotakis as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of Contractor shall be under the direction of or shall be submitted to the Contractor's Contract Administrator.

The MCWDB hereby designates the Executive Director of the MCWDB as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of the MCWDB shall be under the direction of or shall be submitted to the MCWDB Contract Administrator.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section G - Notice.

C. FISCAL / REPORTING

1. Funding available for the project term of July 1, 2026, to June 30, 2027, is $57,900. The budget summary is detailed in the attached Exhibit B.

2. The MCWDB shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for processing payments to Contractor.

3. Subject to receipt of funds from the State, the MCWDB's fiscal office shall approve the payments for services rendered as outlined in Exhibit B of this Agreement. Contractor will provide an invoice to MCWDB for pre-approved creative services as described in Tasks 3 and 5 of the Budget Summary table. MCWDB will make monthly payments for the support and maintenance activities specified in Tasks 1, 2 and 4, provided Contractor performs such activities to MCWDB's satisfaction in its sole discretion. Payment will be made within ninety (90) days of the receipt of a certified invoice in the Office of the Auditor-Controller.

D. COMMUNICATION

Contractor shall provide all duties and services as specified in the attached Exhibit A. Meetings between Contractor and the MCWDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

E. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the MCWDB and Monterey County, and their 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 MCWDB or Monterey County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

Contractor's duty of indemnification as described in this section shall survive termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

F. INSURANCE

Evidence of Coverage: Before 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 Monterey 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 such, insurance has been approved by Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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.

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.

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 statutory limits or $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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 $3,000,000 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.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the MCWDB and Monterey 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 MCWDB and Monterey 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 MCWDB and Monterey County, their 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 MCWDB and Monterey 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****.*

Before the execution of this Agreement by the MCWDB, Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and Contracts/Purchasing Division, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the MCWDB and Monterey County, annual certificates to Monterey County's Contract Administrator and Monterey County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the MCWDB or Monterey 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 the MCWDB, at its sole discretion, to terminate this Agreement immediately.

G. NOTICE

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

George Dimotakis	Christopher Donnelly
President	Executive Director
Pat Davis Design Group, Inc.	Monterey County Workforce Development Board
333 University Avenue, Suite 200	344 Salinas Street, Suite 101
Sacramento, CA 95825	Salinas, CA 93901
(916) 563-7148	(831) 759-6644
georged@pddesign.com	donnellyc@countyofmonterey.gov

H. CONSTRUCTION, INTEGRATION, AND INTERPRETATION OF AGREEMENT

The MCWDB and Contractor agree that each party has fully participated in the review and drafting 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. 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. Any waiver of the terms of this Agreement must be writing and signed by the MCWDB and Contractor. Waiver of any term or condition of this Agreement shall not be construed as the waiver of any other terms or conditions of this Agreement.

This Agreement, including the exhibits, represents the entire agreement between the MCWDB and Contractor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations or agreements, either written or oral, between the MCWDB and Contractor as of the effective date of the Agreement, which is the date the MCWDB signs the Agreement. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. The MCWDB expressly reserves the right to contract with other entities for provision of the same or similar services.

J. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – WIOA General Conditions, Assurances, and Certifications
4. Exhibit D – Auto Liability Modification

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY: _____ _____

Christopher Donnelly — Date
Executive Director
Monterey County Workforce Development Board

APPROVED AS TO FORM BY: _____ _____

Anne Brereton — Date
Deputy County Counsel
County of Monterey

BY: JDimotakis JUNE 2, 2026

George Dimotakis — Date
President
Pat Davis Design Group, Inc.

BY: Ronald M Deforest JUNE 2, 2026

Ronald Deforest — Date
Project Manager
Pat Davis Design Group, Inc.

EXHIBIT A

SCOPE OF SERVICES
MCWDB Website Development, Design, and Hosting Services
July 1, 2026, through June 30, 2027

I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Pat Davis Design Group, Inc. (Contractor) for the provision of MCWDB website development, design, and hosting services.

II. **PROJECT PERIOD:** July 1, 2026, through June 30, 2027.

III. **DUTIES AND RESPONSIBILITIES;**

A. Contractor Roles and Responsibilities:

The Contractor shall design and develop new features for the existing MCWDB website, in addition to providing ongoing maintenance and support of the website, in consultation and coordination with MCWDB staff, to include the following activities:

1) Design and Development
   a. Website Structure: Remodel website structure to improve navigability and highlight key features.
   b. Web Page Development: Build new web pages and edit existing web pages at the request of the MCWDB, including but not limited to web pages for programs, services, events, and resources. Contractor will work closely with MCWDB to identify and provide new page layouts for MCWDB feedback and will obtain MCWDB approval on adjusted design features before taking them live.
   c. Virtual One Stop: Continue to develop, deploy, and maintain tools to provide virtual customer career services, a.k.a. the Virtual One Stop. The Virtual One Stop tools and resources may include, but are not limited to:
      i. Online job board
      ii. Secure fillable online intake forms
      iii. Document repository
      iv. Online trainings and webinars (e.g., orientation videos)
   d. Job Fair Online Registration: Set up and maintain web-based landing pages for job fairs and recruiting events to collect online registration details for attendees and to serve as an outreach tool for promoting such events.
   e. Email Accounts: Set up and maintain custom email accounts for MCWDB.
   f. Graphic Design: Design, develop, refine, and produce collateral for use on the website and for digital and print distribution.
   g. Copywriting & Copyediting: Develop original content for web pages and collateral, including scripts for online training videos and recorded webinars; provide copyediting services for client-provided content.
   h. Spanish Translation: Provide English-Spanish translation of content, as needed.
   i. Video Production: Develop scripts and refine content; create original graphics; provide *voiceover;* perform full recording and production; deploy finished products *via* website and

social media.

j. Digital Advertising: Develop ad copy and design; craft and deploy digital ad campaigns across various social media platforms.
k. Social Media: Link website pages to social media platforms; develop original content and graphics for social media platforms; post content to platforms (Facebook, lnstagram, X, Linkedln, YouTube, and others as appropriate).

2) Hosting. Maintenance. Security. and Technical Support Services

a. Maintain regular domain and hosting accounts, including payment of annual fees.
b. Maintain link equity with partners. employers, stakeholders, etc.
c. Use Google Analytics to spot trends in the site's performance.
d. Website maintenance services:
    i. Provide webmaster services by creating and posting content to all appropriate media distribution outlets.
    ii. Provide all writing, digital design integration, and daily monitoring and maintenance of the website.
    iii. Provide website updates.
    iv. Provide follow up and ongoing evaluation as needed.
e. Website hosting, security, and application hosting services:
    i. Provide website hosting, security, and application hosting services with 99.99% uptime, 365 days per year.
    ii. Provide website support and maintenance, including performance and load testing and ongoing website security.
    • Ensure that the website meets the minimum requirements for security standards, including: automated software updates, server management and monitoring, multi-tiered software architecture, software updates and security patches, database updates and security patches, antivirus management and updates, server-class hardware, redundant firewall solutions, and a high-performance storage network. HTTPS and SSL encryption must be enabled for all traffic between web server and users. There must be authentication and session management to prevent attackers from compromising passwords, keys, session tokens, and any efforts to assume the identities of other users.
    Provide and perform monthly file and database back-ups, and other back-ups as required.
f. Provide 24-7 phone support

3) Reporting

a. Provide reports on website and application usage, engagement, and other statistics
b. Provide specialized outreach and marketing campaign activity and impact reports
c. Monitor and report on advertising and social media engagement and impact

4) Training

a. Contractor shall provide training to staff on the applications and other new features and functions, including the intranet, extensions and plugins, security standards, etc.

B. MCWDB Role and Responsibilities:

1. Provide Contractor with information and content on priorities and projects for inclusion in the website.

2. Designate MCWDB staff as a point of contact to facilitate information exchange and feedback.

C. Evaluation of Contractor:

Authorized Federal, State and County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor, Contractor's employees and agents, and WIOA participants.

D. Records and Audits of Contractor:

1. Establishment and Maintenance of Records: Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect all matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the MCWDB.

2. Preservation of Records: Contractor shall preserve and make available its records for three (3) years from the date of final payment of this agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain records until the resolution of such litigation or audit.

E. Branding:

WIOA-funded programs will follow federal, state, and MCWDB branding guidelines. Contractor will not use its brand or promote its own organization without the explicit permission of the MCWDB. Contractor shall use a MCWDB-approved logo in any and all promotional, advertisement, and program-related materials relative to the services under this agreement. All materials shall acknowledge the MCWDB and its role as the source of funding.

F. Budget Modification:

If Contractor requests, in writing, a change in Exhibit B - Budget Summary, the MCWDB's Executive Director or his or her designee may authorize, in writing, adjustments of the dollar amount to any line item, so long as the total amount paid to Contractor under this agreement remains unchanged. A written request for a budget modification will not be required as long as Contractor is within 10% of the line item in question.

EXHIBIT B

BUDGET SUMMARY
MCWDB Website Development, Design, and Hosting Services
July 1, 2026, through June 30, 2027

Monterey County WDB Website			
Task	**Description**	**Monthly Costs**	**Estimated Annual Costs**
1	Website Hosting, Domain & SSL Renewals	$620	$7,440
2	Online Job Fair Landing Pages and Registration/Reporting	$1,500	$18,000
3	Social Media Management	$995	$11,940
4	Creative Services	$1,710	$20,520
	TOTALS	**$4,825**	**$57,900**

EXHIBIT C

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Pat Davis Design Group, Inc., hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures, and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient or Contractor must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient or Contractor give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients and Contractors must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its Contractors may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal

violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its Contractors may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final

finding and determination, including repayment of debts.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every Contractor employee who works on this Agreement will:
   a. Receive a copy of the Contractor's drug-free policy statement; and
   b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.

(4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Contractor, 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, 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all Contractors shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. 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 failure.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

(5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference MCWDB Policy 2025-03 – Nondiscrimination and Equal Opportunity Procedures, accessible at: https://montereycountyworks.com/mcwdb-policies/).

(6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) Contractor will comply 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, DOL."

(8) Contractor shall ensure equal employment opportunity based on objective personnel policies

and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

(1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

(2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

w. **Salary and Bonus Limitations:** Pursuant to P.L. 118-47, Division D, Title I, Section 105, award recipients and Contractors shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. (https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/)
The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from Contractors, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 10-24 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.

y. **Clean Air Act:** Contractor agrees 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).

z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest 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 the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy American:** The recipient or Contractor should, to the greatest extent practicable and consistent with law, provide 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). The requirements of 2 CFR 200.322 must be included in all subawards, contracts, and purchase orders under this award.

   These funds must be expended consistent with the requirements of 41 U.S.C. 8301- 8303, commonly referred to as the Buy American Act (BAA). See WIOA section 502(a), 29 U.S.C. 3342(a). In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under WIOA title I or the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Contractor must additionally comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org.)

f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Publicity:** Pursuant to P.L. 119-4, Division D, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

i. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or 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 critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (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, any use of 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) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance

equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

j. Waste, Fraud, and Abuse: No entity receiving federal funds under this award may require employees or Contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

k. Whisteblower Protection: All employees working for Contractors, grantees/grant recipients, subcontractors, subgrantees/Contractors, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable Contractors and Contractors, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold (currently $350,000).

l. Historically Black Colleges and Universities, Other Minority Institutions: Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

m. Harassment Prohibited: The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

(1) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

(2) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

(3) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I financially assisted program or activity; or

(4) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

(5) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based

harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

n. Health Benefits Coverage for Contraceptives: Federal funds received under this award may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan's Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individual's religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion-related services.

o. Health Benefits Coverage for Abortions Restricted: Pursuant to P.L. 119-75, Division B, Title V, Section 506 and 507. (a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion. (b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion. (c) The term ''health benefits coverage'' means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement. SEC. 507. (a) The limitations established in the preceding section shall not apply to an abortion— (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life- endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds). (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds). (d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. (2) In this subsection, the term ''health care entity'' includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

p. Fair Labor Standards Act Amendment for Major Disasters: Pursuant to P.L. 118-47, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

> "(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
> (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting,

selling, or marketing property, casualty, or liability insurance policies or contracts;

(B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;

(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

(iv) negotiating settlements; or

(v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

q. Lobbying/Advocacy Restricted: As provided in P.L. 119-4, the requirements of P.L. 118-47, Division D, Title V, Section 503 apply. No federal funds received under this award may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

r. Blocking Pornography Required: Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds received under this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

s. Privacy Act: No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

t. Procuring Goods Obtained through Child Labor Prohibited: Pursuant to P.L. 119-75, Title I, Section 103, no Federal funds received under this award may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

u. Promotion of Drug Legalization Restricted: Pursuant to P.L. 119-75, Division B, Title V, Section 509, no Federal funds received under this award shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

v. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 119-75, Division B, Title V, Section 525, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health

department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

w. Text Messaging While Driving: Contractors are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).

x. Restrictions Against the Creation or Research of Embryos: Pursuant to P.L. 119-75, Division B, Title V, Section 508, no Federal funds received under this award shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

y. Trafficking in Persons Prohibited:

(1) 2 CFR 175.200 establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient’s employees, Contractors under this award, and Contractors' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

(D). Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

b) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses,

representations, or promises regarding that employment;

iv. Charging recruited employees a placement or recruitment fee; or

v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a Contractor that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Contractor that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education

and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant who provides services under a program, shall be limited to $815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

a. It is mutually understood between the parties that this Agreement may have been written before

ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.

b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB and shall no longer be available to Contractor.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.

c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line-item expenditures above the total budget for that

designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs-

g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: https://www.montereycountywdb.org.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be

directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 118-47, Division D, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

12. PERFORMANCE ACCOUNTABILITY

a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:

(1) Specific Actions to be taken
(2) The objective of each action
(3) Completion dates
(4) Person(s) responsible
(5) Result(s) to be accomplished

c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.

d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.

b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.

b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

    (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

    (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

President
Pat Davis Design Group, Inc.
333 University Ave., Suite 200
Sacramento, CA 95825

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Contractor will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of

Monterey.

b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Contractor expends $1,000,000 or more in a year in federal funds, CONTRACTORs shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/Contractors of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.

b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.

c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.

f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.

h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.

b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

20. CONFLICTS

a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, or Contractor, purchases ownership under an award (including but not limited to curricula, training models,

technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, and must be in a format readily accessible and available for open licensing to the public, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) All small business firms, and non-profit organizations (including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and Bayh-Dole Act Required ETA Grant Term. To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above. See additional information at https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/BayhDoleGrantTerm.pdf.

(6) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Contractor 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 Contractor 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.

b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the

MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:

(1) a description of the property;
(2) acquisition date and costs;
(3) supplier; and
(4) percentage of the cost of the property purchased with funds from this AGREEMENT.

f. Contractor shall ensure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-39-11.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.

c. Each party shall provide sufficient security to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.

   (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.

   (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

   (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 755-3240. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the

data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.

m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

   (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

   (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

(3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

23. EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS AND WRITTEN NOTICE OF BENEFICIARY PROTECTIONS

On March 4, 2024, the United States Department of Labor, along with eight other agencies, issued the final rule on Partnerships with Faith-Based and Neighborhood Organizations. The rule is available at 29 CFR 2.30 through 2.41.

(a) Under this final rule, a faith-based organization that participates in this award program retains its independence from Federal, State, and local Governments and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

(b) A faith-based organization may not use direct Federal financial assistance, whether received through an award or subaward, to support or engage in any explicitly religious activities. An organization receiving Federal financial assistance also must not, in providing services funded by DOL, or in conducting outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(c) *Notice to beneficiaries of programs supported by direct Federal financial assistance.* Any organization providing services to beneficiaries under programs supported by direct Federal financial assistance from DOL, and any entity responsible for disbursing Federal funds as part of a program of indirect Federal financial assistance administered by DOL, must give the written notice shown below to beneficiaries and prospective beneficiaries:

Name of Organization:

Name of Program:

Type of Federal Financial Assistance: **DIRECT**. See 29 CFR 2.31 for definitions.

Contact Information for Program Staff: (provide name, phone number, and email address, if appropriate)

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

(1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that are offered by our organization, and any participation by you in such activities must be purely voluntary;

(3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;

(4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the U.S. Department of Labor's Civil Rights Center, 200 Constitution Avenue NW, Room N- 4123, Washington, DC 20210, or by email to ***OFCCPComplaintForms@dol.gov;*** and

(5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in your area, please call toll- free 1-877-US2-JOBS (1-877-872-5627) or TTY 1-877-889-5627.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

EXHIBIT D

AUTO LIABILITY MODIFICATION

Website Development, Design, and Hosting Services
July 1, 2026, through June 30, 2027

The Contractor will not be using vehicles for any aspect of this agreement. County and Contractor agree that Contractor's performance under this agreement is limited to website development, design, and/or hosting performed either remotely or by phone. In reliance thereon, the automobile liability insurance is not required, and the Additional Insured and the Primary/Non-contributory endorsement requirements are waived.

Introduced: 6/4/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Agricultural and Rural Life Museum (MCARLM), for one time funding not to exceed $75,000 to provide support of agricultural education efforts in Monterey County.
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Agricultural and Rural Life Museum (MCARLM), for one time funding not to exceed $75,000 to provide support of agricultural education efforts in Monterey County.
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:
The Board of Supervisors of the County of Monterey (County) has a long history of recognizing the importance of agriculture in our County and the importance of supporting agricultural education efforts that provide youth with an appreciation for the bounty of produce grown in our area and the opportunities that exist in pursuing careers in agriculture. The County's support of agricultural education efforts has the mutual benefit of being directly related to programs implemented locally by the Agricultural Commissioner's Office to protect agriculture and our communities related to pest management and control, invasive species monitoring, fruit and vegetable standardization, and crop statistics. Support of agricultural education efforts is an investment in our communities.
MCARLM is a nonprofit organization that provides educational program opportunities to teachers, students and the public through the preservation of agricultural landmarks at various museums and exhibits located in San Lorenzo County Park in King City. The exhibits include the irrigation museum and tractor shed which track the evolution of agriculture in our County, innovation and transformation into one of the most productive agricultural counties in the nation. This one-time funding support to MCARLM will expand their agricultural educational program serving K-12 students countywide, enhance knowledge of agriculture to schools throughout the County by developing a mobile outreach program, and increase access and transportation equity to schools in rural communities where transportation costs for a field trip to visit the agricultural museums and exhibits located at San Lorenzo Park in King City can be a barrier.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The MCARLM supports this action.

FINANCING:
The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. This one-time funding for the MOU between the County and MCARLM is sourced by General Fund contribution at 28% and state revenues to the County Agricultural Commissioner at 72%.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The MCARLM is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the County by exposing children to the importance of agriculture in our County, how food is produced, and careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner, x7302

Attachments:
Board Report
MOU

..Title
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Agricultural and Rural Life Museum (MCARLM), for one time funding not to exceed $75,000 to provide support of agricultural education efforts in Monterey County.
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

..Report
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Agricultural and Rural Life Museum (MCARLM), for one time funding not to exceed $75,000 to provide support of agricultural education efforts in Monterey County.
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:
The Board of Supervisors of the County of Monterey (County) has a long history of recognizing the importance of agriculture in our County and the importance of supporting agricultural education efforts that provide youth with an appreciation for the bounty of produce grown in our area and the opportunities that exist in pursuing careers in agriculture. The County's support of agricultural education efforts has the mutual benefit of being directly related to programs implemented locally by the Agricultural Commissioner's Office to protect agriculture and our communities related to pest management and control, invasive species monitoring, fruit and vegetable standardization, and crop statistics. Support of agricultural education efforts is an investment in our communities.

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The MCARLM supports this action.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner, x7302

Attachments:
Board Report
MOU

Docusign Envelope ID: 0B240C98-3EB8-8071-835C-9F1650958F4D

Memorandum of Understanding (MOU) Between
The County of Monterey Agricultural Commissioner's Office and
The Monterey County Agricultural and Rural Life Museum

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the County of Monterey Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County Agricultural and Rural Life Museum (MCARLM) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County one time funding for certain Agricultural Education Programs including countywide expansion of the agricultural education program serving K-12 students.

Recitals

Whereas, as part of the Budget process each year since FY 2009-10, the Board of Supervisors of the County of Monterey has directed the Agricultural Commissioner to provide support of agricultural education efforts; and

Whereas the parties understand and agree that said one time support from County, through the Agricultural Commissioner, to MCARLM shall be dependent on funding and approval by the Board of Supervisors as outlined through the County's Budget review and approval process; and

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-26.

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding to MCARLM for certain educational programs conducted or commenced by MCARLM through FY 2028-2029 to establish an understanding between the County, through the CAC, and MCARLM regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the CAC office, for MCARLM's educational programs.

The Agricultural Commissioner shall provide one time funding to MCARLM in an amount not to exceed $75,000. Funding from the CAC will be directed by MCARLM towards educational programs, including countywide expansion of their agricultural educational program for students K-12, development of an agricultural educational mobile program serving students countywide, support for increased access and transportation equity to schools in rural communities for field trips to the Agricultural Museums and Exhibits in San Lorenzo Park in King City, and activities related to:

- Pest Management and Control
- Invasive Species Monitoring
- Fruit and Vegetable Standardization
- Crop Statistics

Roles and Deliverables

MCARLM shall provide the CAC with a brief progress report each year starting in August of 2027 that includes updates on the agricultural program expansion, number of schools and students served in the County, and locations and cities in the County where agricultural education outreach has been conducted. A final progress report will be due in August of 2029 to the CAC with achievements of the program.

Docusign Envelope ID: 0B240C98-3EB8-8071-835C-9F1650958F4D

MCARLM shall include the County of Monterey and CAC logo in print material related to agricultural education through June 30, 2029.

Other Provisions
The County shall hold harmless and indemnify MCARLM for any claims, actions or proceedings arising out of the negligence or willful misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. The MCARLM shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or willful misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this MOU understand and agree that this MOU involves the expenditure of public funds in excess of ten thousand dollars ($10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County by the State Auditor, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect until June 30, 2029, or until this MOU is modified or terminated by the parties.

County of Monterey

By: _____
Juan Hidalgo
Agricultural Commissioner

Date: _____

Monterey County Agricultural and Rural Life Museum

By: Signed by: Teri Storelli
Teri Storelli
Executive Director

Date: 6/8/2026 | 1:00 PM PDT

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 6/8/2026 | 1:06 PM PDT

Docusign Envelope ID: 0B240C98-3EB8-8071-835C-9F1650958F4D

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Andrea Valentine 25834C99491E449...

Date: 6/9/2026 | 8:13 AM PDT

County of Monterey

Board Report

Legistar File Number: A 26-264

Item No.46

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

June 16, 2026

Introduced: 6/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Adopt a resolution to approve and authorize the County Purchasing Agent to execute a Standard Agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. for Workers' Compensation and General Liability Third Party Administration services for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,970.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to approve and authorize the County Purchasing Agent to execute a Standard Agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. for Workers' Compensation and General Liability Third Party Administration services for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,970.

SUMMARY/DISCUSSION:
The County utilizes Third Party Administration (TPA) services to administer its Workers' Compensation and General Liability claims programs. These services include claims intake, investigation, claims management, regulatory reporting, litigation coordination, and related risk management support services. Staff recommends approval of a three-year agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. (Intercare) to continue providing these services from July 1, 2026 through June 30, 2029 , in an amount not to exceed $5,054,969.53.

The agreement provides a comprehensive and cost-effective structure that supports efficient claims handling, timely administration of benefits, and continued compliance with state and federal regulatory requirements. Approval will allow County Counsel and Risk Management to finalize the agreements consistent with the attached fee schedules, performance standards, and service assumptions.

Workers' Compensation Program (TPA & Managed Care)
Fixed Annual Claims Administration Fees (WC):

Year 1 (7/1/2026-6/30/2027): $1,451,591.41 (Monthly: $120,965.95)
Year 2 (7/1/2027-6/30/2028): $1,502,397.11 (Monthly: $125,199.76)
Year 3 (7/1/2028-6/30/2029): $1,554,981.01 (Monthly: $129,581.75)

Staffing Model (WC Dedicated Unit): Supervisor (1.00), Claims Adjuster III (4.00), Claims Adjuster FM/MO (1.00), Claims Adjuster MO/FM (0.50), Claims Assistants (2.00), Admin Support (1.00) - Total FTE: 9.50

General Liability Program (Auto/GL TPA)
Liability Claims Administration Fees:

7/1/2026-6/30/2027: $175,000
7/1/2027-6/30/2028: $182,000
7/1/2028-6/30/2029: $189,000

Program Notes (GL): The program will move under the supervision of Chris Shaffer (AL/GL Operating Division); Tasso Mavroudis remains Claims Manager on the program.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
Funding for the Workers' Compensation and General Liability Third Party Administration agreements will be provided through the Risk Management Internal Services Funds, which support all program administration, claims handling, and ancillary service costs.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
_X_ Administrative: Approval of this agreement supports the County's administrative and Risk Management functions by ensuring effective administration of Workers' Compensation and General Liability claims, regulatory compliance, and continued support of County operations.

Prepared by: David Bolton, Risk Manager, Ext. 3006
Approved by: Susan K. Blitch, County Counsel, Ext. 5045

Attachments:
1. Draft Resolution
2. Proposed Standard Agreement
3. Exhibit A - Scope of Work & Fees

County of Monterey

Board Report

Legistar File Number: A 26-264

Item No.45

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

June 16, 2026

Introduced: 6/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Adopt a resolution to approve and authorize the County Purchasing Agent to execute a Standard Agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. for Workers' Compensation and General Liability Third Party Administration services for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,970.

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Staffing Model (WC Dedicated Unit): Supervisor (1.00), Claims Adjuster III (4.00), Claims Adjuster FM/MO (1.00), Claims Adjuster MO/FM (0.50), Claims Assistants (2.00), Admin Support (1.00) - Total FTE: 9.50

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Program Notes (GL): The program will move under the supervision of Chris Shaffer (AL/GL Operating Division); Tasso Mavroudis remains Claims Manager on the program.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
Funding for the Workers' Compensation and General Liability Third Party Administration agreements will be provided through the Risk Management Internal Services Funds, which support all program administration, claims handling, and ancillary service costs.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
_X_ Administrative: Approval of this agreement supports the County's administrative and Risk Management functions by ensuring effective administration of Workers' Compensation and General Liability claims, regulatory compliance, and continued support of County operations.

Prepared by: David Bolton, Risk Manager, Ext. 3006
Approved by: Susan K. Blitch, County Counsel, Ext. 5045

Attachments:
1. Draft Resolution
2. Proposed Standard Agreement
3. Exhibit A - Scope of Work & Fees

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

Resolution No. ____	**)**
A Resolution approving and authorizing the	**)**
Contracts/Purchasing Officer to execute a	**)**
Standard Agreement with Pacific Secured	**)**
Equities, Inc. dba Intercare Holdings Insurance	**)**
Services, Inc. for Workers' Compensation	**)**
and General Liability Third Party	**)**
Administration services for the period of July	**)**
1, 2026 through June 30, 2029, in an amount	**)**
not to exceed $5,054,969.53.	**)**

WHEREAS, COUNTY OF MONTEREY utilizes Third Party Administration services to administer its Workers' Compensation and General Liability claims programs; and

WHEREAS, Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. has provided Workers' Compensation and General Liability Third Party Administration services to the County; and

WHEREAS, the proposed Standard Agreement will provide continued administration of the County's Workers' Compensation and General Liability claims programs for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,969.53; and

WHEREAS, funding for the Agreement will be provided through the Risk Management Internal Services Funds.

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

1. The Board of Supervisors approves a Standard Agreement with Pacific Secured Equities, Inc. dba Intercare Holdings Insurance Services, Inc. for Workers' Compensation and General Liability Third Party Administration services for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $5,054,969.53.
2. The Contracts/Purchasing Officer is authorized to execute the Standard Agreement on behalf of the County of Monterey.

PASSED AND ADOPTED on this 16 day of June, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated: _____

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

By _____
, Deputy

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:

Pacific Secured Equities, Inc., dba Intercare Holdings Insurance Services, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Workers' Compensation and General Liability third-party claims administration.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 5,054,969.53.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 7/1/26 to 6/30/29, 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

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Name
Title
Address
Phone

FOR CONTRACTOR
Name
Title
Address
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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:
County Counsel
Date:
Approved as to Fiscal Provisions[2]
By:
Auditor/Controller
Date:
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Contractor/Business Name*
By:
(Signature of Chair, President, or Vice-President)
Name and Title
Date:
By:
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Name and Title
Date:

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

Exhibit A

County of Monterey
WC Claims Administration Fees

I. **Claims Administration – Fixed Annual Fee**

	Expiring Contract	Year 1 7/1/26-6/30/27	Year 2 7/1/27-6/30/28	Year 3 7/1/29-6/30/29
Claims Administration	$ 1,370,315.58	$ 1,451,591.41	$ 1,502,397.11	$ 1,554,981.01
Monthly Fee	**$ 114,192.965**	**$ 120,965.95**	**$ 125,199.76**	**$ 129,581.75**
Percent Change	**3.6%**	**5.9%**	**3.5%**	**3.5%**
Staffing Model:				
Supervisor	1.00	1.00	1.00	1.00
Claims Adjuster III	4.00	4.00	4.00	4.00
Claims Adjuster -FM/MO		1.00	1.00	1.00
Claims Adjuster MO/FM	1.00	.50	.50	.50
Claims Assistants	2.00	2.00	2.00	2.00
Admin Support	1.00	1.00	1.00	1.00
Total FTE	**9.00**	**9.50**	**9.50**	**9.50**

a. Claim Volume Assumption:

Claim Type	*New Claims*	*Pending Claims*
First Aid/Incident Only	12	1.0
Medical Only	125	10.4
Indemnity	0	0.0
Total	215	17.9

b. **Average Caseload:**
The average caseload used in determining the staffing model is 135 Indemnity claims per Adjuster and assumes Medical Only and Future Medical Claims were given half the weight of 1 Indemnity claim or 2:1 ratio.

c. Economic and Market Considerations
The proposed fees reflect economic conditions in our industry, including but not limited to increases in medical benefit costs and labor market pressures. Intercare adjusted its internal compensation range during the preceding contract year to maintain competitive positioning and ensure the recruitment, retention, and continued availability of qualified adjusting personnel. We anticipate ongoing

adjustments in the next couple of years. An increase of 5.9% in year 1 reflects the adjustments due to wage pressure to ensure staff retention.

d. **Staffing Model:**
Although the claim volume supports 1 dedicated plus a partial Supervisor, it is the County's desire to maintain a dedicated Supervisor only. To ensure Intercare can properly deliver all required services, we have added one half of an Adjuster to the program model.

e. Adjustment for Claim Volume Changes
In the event the annual claim volume increases or decreases by more than ten percent (10%), and such variance necessitates an upward or downward adjustment in staffing levels, the Parties agree to negotiate in good faith an equitable adjustment to the fees. Any such modification shall be documented through a written amendment executed by both Parties.

II. Managed Care Services:

Services:	**7/1/26-6/30/27**	**7/1/27-6/30/28**	**7/1/29-6/30/29**
• **Bill Review Services Flat fee per bill inclusive of PPO Access Fee**	$20.50 per bill	$21.00 per bill	$21.50 per bill
Complex Bill review – for out of network bills and bills that are not subject to fee schedule.	20% of savings	20% of savings	20% of savings
• **Utilization Review**			
Level 1 – Adjuster	$15.00	$15.00	$15.00
Level 2 – Nurse	$110.00 per hour	$110.00 per hour	$110.00 per hour
Level 3 – Medical Advisor	$285.00 per hour	$285.00 per hour	$285.00 per hour
Peer Review	$325.00 per hour	$325.00 per hour	$325.00 per hour
Specialty Peer Review	$325.00 per hour	$325.00 per hour	$325.00 per hour
• **Telephonic Case Management**	$115.00 per hour	$115.00 per hour	$115.00 per hour
• **Nurse Triage – optional service**	$100.00 per call	$100.00 per call	$100.00 per call
• **Telemedicine**	OMFS	OMFS	OMFS
• **Early Intervention Program (optional service)**			
First 30 Days per claim	$450.00	$450.00	$450.00
Month 2 per claim	$375.00	$375.00	$375.00
Month 3 per claim	$300.00	$300.00	$300.00
• **Medical Records Review – (optional service)**	$115.00 per hour	$115.00 per hour	$115.00 per hour

III. Ancillary Services

Services:	**7/1/26-6/30/27**	**7/1/27-6/30/28**	**7/1/29-6/30/29**
a. ***MMSEA Section 111***	$750.00 per year	$750.00 per year	$775.00 per year
b. **MPN Website Maintenance**	$2,000.00 per year	$2,000.00 per year	$2,000.00 per year
c. **SIU Services**			

-	**Background Check or Social Media Monitoring**	$450.00 per assignment		
-	**FD1/FD2 Filing**	$150.00 per filing	$150.00 per filing	$150.00 / filing
-	**SIU Filing DA or DOI**	$500.00 per filing	$525.00 per filing	$550.00 per filing

If at any time during the Term of the Contract, regulatory or legislative changes are enacted or made which impact Intercare's business operations and add to Intercare's costs of providing the services hereunder, the parties shall confer and adjust the claims administration fees appropriately and accordingly.

Claims administration fee includes the following services:
All tail claims and newly reported indemnity, medical only, first aid and incident only claims, standard monthly loss or adhoc reports, quarterly claim reviews, 1099's, SIP Annual Report, OSHA reports, periodic adjustment of Special Account Instructions, Claim Kits and posting notices, ISO Index, Customization of reports including stewardship reports and BOD reports, Check Printing, Banking Fees for trust accounts managed by Intercare, Utilization review approval at the adjuster level when allowed by statute, WCIS, FROI/SROI EDI reporting, Training. The dedicated unit is based on an average caseload not to exceed 135 per Indemnity adjuster with 2 FM/MO claims equivalent to 1 IN claim.

Claims administration fees is contingent upon Intercare providing all managed care services. The fees for such services shall be treated as allocated loss adjustment expenses and shall be charged at the rates outlined under the managed care section of the fee schedule above. Other ancillary services such as DME, Home Health, Transportation and Translation shall be provided by InterMed Cost Containment Solutions and billed to the claim file at or below OMFS.

Pharmacy Benefit Management Program shall be through Intercare's preferred vendor. The current preferred vendor is Optum. The Program fees shall be charged on all in-network prescriptions and not subject to a BR fee. Out-of-network prescriptions shall be subject to the Bill Review Fees set forth above.

IV. Workers' Compensation Performance Incentive Program:

- Purpose - The purpose of this Incentive Program is to promote strong program performance and support retention of claims professionals assigned to the County of Monterey Workers' Compensation Program.
- Eligibility - To be eligible for an incentive award, employees must:
  a. Be assigned to the County of Monterey program for at least six (6) months; and
  b. Be actively employed by Intercare at the time of bonus distribution; and
  c. Remain in good standing, with no active disciplinary actions.
- Program Term - This plan is effective July 1, 2026, and aligns with the Contract's fiscal year. Participants must be continuously employed for the full 12-month measurement period and remain employed through the award determination and payment date.
- Performance Metrics - Incentive awards are based on the achievement of defined performance goals during the measurement period. The Parties may revise performance objectives annually, provided changes are agreed upon within 30 days following the prior fiscal year.

I. Closing Ratio Incentive

- Objective - Increase claim closure rates to meet or exceed performance targets.
- Conditions – Total Team Bonus Pool capped at $10,000 annually. The maximum adjuster bonus shall be $1,500.00. The County must provide timely settlement authority; results depend on funding availability for Compromise & Release (C&R) settlements.

Job Title	Closing Objective	Incentive Amount
Claims Adjuster	100% to 110%	$1,000.00
Claims Adjuster	Over 110%	$1,500.00
Claims Supervisor	Overall Team result 110% or better	$1,750.00

II. **PRISM Audit Incentive**

- Objective - eve or exceed PRISM audit standards during the biennial audit.
- Conditions:
  - Applies to the PRISM audit conducted every two years.
  - Maximum total incentive pool: $10,000.
- Incentive Structure
-

a.

Role	Incentive
Claims Adjuster	$1,000.00
Claims Supervisor	$1,200.00

b.

intercare
An AVON RISK Company

Exhibit A – Scope of Work – Workers' Compensation

I. Claims Administration Services.

a. Upon receipt of claim form from Client, electronically file reports of injury to the appropriate jurisdiction, if not already filed by Client.

b. Review each Claim received from Client and process such Claim in accordance with the Client's Insurance Program and in accordance with reasonable Workers' Compensation administrative practices and accepted industry standards, and pursuant to any specific service instructions agreed upon with Client.

c. Investigate each reported Claim to determine on behalf of Client for each reported employee injury or illness those benefits, if any, that should be rendered under the Insurance Program. Any Claim believed to be fraudulent shall be referred to Intercare's in-house special investigative unit for further investigation, and the unit shall, with the prior approval of Client determine whether such Claim is required to be submitted to the applicable District Attorney's Office or United States Attorney.

d. Make compensability determination and issue appropriate determination notices.

e. Arrange for and retain independent investigators or medical or other experts, to the extent deemed necessary or desirable by Intercare, in connection with processing any Claim.

f. Maintain an estimate of the total costs of all reasonable and foreseeable benefits payable and related expenses on each Qualified Claim based upon the facts and circumstances known at the time and update the same on a regular and periodic basis.

g. Make prompt payment of all benefits including medical and death benefits, temporary and permanent disability compensation and other losses and expenses on Qualified Claims (a) if, in the judgment of Intercare, such payment would be prudent for Client and (b) pursuant to the terms of this Agreement or as may be approved by Client in its sole and absolute discretion.

h. Perform reasonable and necessary administrative and clerical work in connection with Claims including the preparation of checks drawn on the account or accounts established by, or at the direction of Client.

i. Assist in connection with Client's selection of defense counsel to defend Qualified Claims or losses, if requested by Client.

j. Assist Client's selected defense counsel in preparing the defense of litigated Claims, negotiating settlements, and pursuing subrogation or contribution actions.

k. Oversee the treatment programs recommended for Claimants by physicians, medical specialists, and other health care providers by reviewing all reports prepared by such providers and maintaining such contact with such providers as may be appropriate in the judgment of Intercare; and (b) manage the medical treatment in accordance with Insurance Program.

l. Prepare and file on behalf of Client all forms related to the processing of Claims that are required by the Insurance Program or government agencies except for MMSEA filings which shall remain the responsibility of the Client. Client may designate Intercare as an RRE Agent to file on behalf of Client, the monthly eligibility query and Quarterly Reporting with the Center for Medicare and Medicaid Services.

m. Provide initial claims forms packets as deemed appropriate by Intercare for efficient administration of Claims in compliance with the Insurance Program.

n. Comply with Client's service instruction guidelines for the administration of the Services as such Services are set forth in this Agreement.

o. Establish and maintain an electronic record file for each Claim.

p. Maintain an average Caseload of 150 cases or less per Indemnity Adjuster. The average Indemnity caseload shall not exceed 150 cases in any given quarter. If the frequency of new claims increases to a level that warrants the addition of staff to maintain the caseload requirements, Intercare and Client shall agree to evaluate the caseload for a period of at least three consecutive months before adjusting the number of staff accordingly. Caseload shall be defined by the number of indemnity and future medical cases open on the last day of each calendar month. In calculating the average caseload, Medical Only and/or Future Medical claims shall be weighted as 50% of an Indemnity claim.

II. Administrative Services. Intercare shall:

a. Consult with key personnel of Client on the establishment and coordination of necessary procedures and practices to meet any needs of Client with respect to the administration and processing of Claims.

b. Participate in the orientation of Client's personnel who are directly or indirectly involved in the processing of Claims.

c. Provide information on changes or proposed changes in legislation, rules or regulations affecting the responsibility of Client with respect to Claims.

d. Review the development of the Insurance Program periodically with representatives of Client to identify problems and recommend corrective action.

e. Provide training sessions annually to the Client including Basic Workers' Compensation Guidelines and Fraud Detection.

f. Meet periodically with Client at mutually agreeable times to review active claims on a quarterly basis to discuss claim management strategies.

g. Provide Client with standard loss reports, including, but not limited to, monthly loss run and payment registers, and statistical reports; if additional reports, special reports, conversion or special programming or information is needed, the cost payable by Client for such additional items will be limited to costs actually incurred by Intercare to prepare such items; Client may specify from the list of available reports which reports will be sent to them on a regular basis.

h. If 1099 forms are required to be issued in accordance with the benefit delivery system, arrange for issuance of 1099s at no additional cost to client.

i. Deliver a standard annual stewardship report outlining program trends and outcomes.

III. Medical Control Services.

a. Assist Client, where permitted, in the selection of (a) a medical provider network and panel of physicians or other health care providers to initially treat Claimants and (b) a medical provider network and panel of medical specialists to provide long-term or specialty care.

b. Where appropriate, assist Client with the interpretation of medical reports to consider the circumstances under which an ill or injured Claimant, who desires to do so, could return to work in the shortest period.

c. Endeavor to utilize managed care services including Bill Review, Utilization Review and Case management as a form of cost containment when warranted using Intercare's Managed Care Division, InterMed Cost Containment Services.

Exhibit A
County of Monterey
Liability Program Fees

I. Liability Claims Administration Fees:

Contract Year	Rate
7/1/26-6/30/27	$ 175,000.00
7/1/27-6/30/28	$ 182,000.00
7/1/28-6/30/29	$ 189,000.00

Assumptions:

a. The average caseload per adjuster shall not exceed 150 claims.

b. Rates are subject to a 4% increase at the contract anniversary date.

c. Claims administration fees include the following services:

- RMIS reports: ad hoc reporting and unlimited standard bordereaux of reports; custom development of reports up to 4 hours.
- Quarterly claim review (2 virtual and 2 in person)
- ISO Claim search for up to 100 claims per year.
- Online Claim Intake.

d. Development/programming time in excess of 4 hours shall be billed at the rate of $175.00 per hour – subject to SOW approval by the client.

e. The program will move under the supervision of Chris Shaffer under the AL/GL Operating Division. Tasso Mouvradis will remain as the Claims Manager on the program.

II. Administrative Services:

Service Description:	Rates
a. MMSEA Section 111 Reporting (monthly query/quarterly reporting)	$1,000.00 per year
b. SIU Services:	
▪ Background Investigation (per assignment)	$450.00
▪ Preparation and submission Fraud Report (full package)	$750.00 per case
g. First Party Subrogation Recovery	20% of recovery
▪ **George Hills** Subrogation Recovery Unit shall handle recovery opportunities at the request of the County.	

III. Liability Performance Incentive For Adjuster:

PRISM Audit Meets or Exceeds Bonus Incentive (Every Two-Year audit):

1. **Bonus Incentive:**
    1. The program achieves an overall meet or exceeds PRISM audit standards (Potential Every Two-Year Highest Bonus Potential Combined) $5000.00:
        1. COM staff who are employed and part of the COM program during the audit period and by the final report of the audit wrap-up are eligible for a performance incentive of:

1. $5,000.00 per Claims Manager/Adjuster (1 FTE)

Client may have the option to renew in successive 12 months period. A 4% or CPI escalation rate for each renewable period shall be applied to the expiring rate.

a) Allocated Expenses (ALAE) are excluded from any claim or managed care fees. ALAE's are those expenses that are generated by a claim (by outside vendors other than Intercare) that cannot be foreseen nor included in this Contract. These expenses are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations these are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as:

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees, and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives (if initially paid by GH)
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgement is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reporting
- Costs and expenses of subrogation (if not George Hills)
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services (if not George Hills; our costs for this are included in our rate)
- Costs of appraisal fees and expenses not included in flat fee or performed by others
- Costs of indexing claimants
- Services performed outside the TPAs normal geographical regions
- Costs associated with Medicare Set-Aside analysis and submission of Medicare Conditional Lien negotiation
- Investigation of possible fraud including SIU services and related expenses
- Extraordinary cost of travel related to claims including mileage drive, such as for attendance at inspections, mediations, and trial, shall be allocated to the specific claim and reimbursed to GH based on the actual cost incurred. Mileage shall be reimbursed at the current IRS rated at the time the mileage is traveled.

SCOPE OF WORK - Liability

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A1. Resource

Staffing Level:

- Designated Senior Claims Specialist with expertise in managing liability claims for public entity
- Designated Claims Supervisor with public entity experience
- Designated Back-Up – Senior Claims Specialist with expertise in AL/GL

Other Resources:

- In-house IT Department including 24/7 Helpdesk
- Accounting Department/Trust account administration
- Centralized Check processing system
- Online Claim Intake System accessible 24/7
- Quality Assurance and Compliance Review
- RMIS System with robust reporting technology
- Business Analyst
- Client Success Manager

Subcontracted Services at County Approved Rates

- Auto/vehicle damage appraisals
- Property damage appraisals
  - Intercare will use County of Monterey preferred vendor or recommend a vendor from Intercare panel.
- Investigation Services: Outside investigator/field adjuster services are "pass through," as claims allocated costs are incurred.
- Medical Bill Repricing/Negotiation – Medical bill review fees are to be separately accounted for and direct billed to claim file as an allocated loss adjustment expense (ALAE) with supporting documentation of review and savings. Bill review fee shall be subject to the same rate as the WC Bill Review rates.

A2. Services

Process	Details
Intake	Losses reported via online system or email/fax/phone.. Acknowledgement of report along with handling specialist name and contact information is sent upon receipt of report.
Set-Up	Set-up file within 24 hours; appropriate codes entered and claim number assigned.
Contact	Within 24 hours: 1. Claimant 2. Witnesses 3. County Department 4. County Risk Management
Investigation Findings	Ongoing communication on the onset of the claim with the goal of completing the investigation within 30 days. Analyze coverage and communicate determination to the County before sending the acceptance or rejection.
Reserves	Each claim should be reviewed and evaluated according to the merits of the claim based upon the most current and reliable information received, starting with the initial report of claim and continuing through final resolution.
Claim Notes	Claim notes, diaries, action plans entered in Claims Enterprise.
County Access to Electronic Claim Information	Access to all data including reserves, diaries, notes, action plans, payments, imaged documents/correspondence, legal/medical information, any data captured in the system.
Compliance with Government Code 910	Review government claim form within 7 days and provide oral and written recommendations.
Litigation Management	Will work collaboratively with County Risk Management, County Counsel or designated counsel every step of the way – maintain ongoing communication, attend mediation, seek approval when

	retaining defense counsel, settlement evaluation, disposition and all legal proceedings.
CMIS System	Riskonnect Claims Enterprise System with a Medicare Module to comply with MMSEA Section 111 reporting.
Standard Reports	Frequency and Severity Reports, Top 10 Causes, Top 10 Risks, Reserve Trends, Loss Summary, Loss Stratification Report, Reserve Development Reports, Excess Claim Reports, Subrogation Reports, Litigated Claim Reports, Check Register, Payment Report.
Internal Controls	SSAE 16 and SOC 2 annually; Business Continuity Plan, Disaster Recovery Plan; Secured email.
Other Services	Account Management/Client Services, Annual Stewardship Review, Quarterly Roundtable Claim Review, Topical Captioned Status Report, Claim Analysis, Excess Reporting, MMSEA Reporting, Training.

All written reports required under this Agreement must be delivered to Risk Manager, in accordance with the schedule above.

B. Public Risk Innovations Solutions, and Management (PRISM) - Excess Insurance Requirements

Contractor shall comply with all reporting requirements of the Public Risk Innovations, Solutions, and Management (PRISM). Requirements include:
Providing timely notice to Risk Management and PRISM of any claim that may exceed the County's self-insured retention. Submit the first report notice to PRISM electronically. A copy of the first report and all follow-up reports submitted to PRISM shall be provided to Risk Management.

- Contractor shall communicate with PRISM and the County in accordance with PRISM's policies, including but not limited to sending PRISM, weekly, monthly, quarterly and/or yearly statistical reports.
- Contractor shall notify the County if it believes any claim it is handling on behalf of the County would fall outside of the coverage provided under PRISM Memorandum of Coverage.
- Compliance with Addendum B.

Introduced: 6/2/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2026-27 through 2030-31.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2026-27 through 2030-31.

SUMMARY:
The County of Monterey Capital Improvement Program Five-Year Plan (CIP) is a planning document that includes capital projects with a value over $100,000 and a useful life of more than one year which are managed by Public Works, Facilities and Parks (PWFP), Natividad Medical Center (NMC) and technology upgrade project managed by Information Technology Department (ITD). The attached FY 2026-27 CIP includes “active” projects with full or partially-secured funding which are anticipated to start or continue in FY 2026-27. Staff will return at a later date for further discussion and comment on unfunded project needs and potential funding as a supplement to the adopted CIP.

DISCUSSION:
The CIP sets forth public projects essential to maintain and improve County public facilities and facilitate the orderly implementation of the County General Plan. Each year, the CIP is updated and reviewed considering County needs, priorities, and available funding. A long-term CIP provides several benefits:

- Prioritizes needs and establishes an orderly basis for sound budgetary decisions
- Focuses attention on both mandated and community goals, needs, and capabilities for best use of public funds and establishes a long-term plan to address future needs
- Improves the likelihood of obtaining State and Federal financing assistance for projects
- Encourages project coordination between the County and public agencies which serves to reduce scheduling conflicts
- Allows private enterprise to relate and/or align their projects to the CIP

CIP Summary: FY 2026-27 Work Plan + Future Planned Work
PWFP is working closely with the County Administrative Office (CAO) to improve the usefulness of CIP reports. This first draft CIP includes “Active” projects expected to start or continue into Fiscal Year (FY) 2026-27, as well as future projects with approved or projected funding through FY 2030-31. This new comprehensive report is intended to give the Board better visibility of the

magnitude of capital work departments are planning for the next five years.

As drafted, the CIP identifies 120 projects planned over the next 5 years. Some projects underway in the current FY and expected to close by June 30, 2026, may extend in FY 2026-27 due to unforeseen circumstances such as weather or supply chain issues. The project list will be updated in coordination with departments and the CAO Budget Office as the fiscal year progresses. The final list of projects will be presented to the Board in June as part of the budget adoption process.

Estimated cost for FY 2026-27 is $179 million, with total project costs across all five years estimated at $944 million. Note: the estimate across all five years includes design and development projects with placeholder construction costs and does not reflect actual project costs as they will be realized once design work is completed. The majority of funding for these projects is held in either Fund 404 Capital Projects Fund or Fund 002 Road Fund. Departments may also hold specific project funding such as grant funds in their own department budgets.

FY 2026-27 Unfunded Project Requests and Fund 478 - BIR Allocation. Proposed Updated Process

Historically, the County has relied almost exclusively on “Fund 478” Building Improvement and Replacement Subfund (BIR) to fund this list of requests. PWFP is working closely with CAO to develop a plan for Fund 478 - BIR allocations over the next five years. A narrative and copy of the draft workflow are attached to this report as Attachment B. The draft workflow was presented to the Capital Improvement Committee in March 2026, and the Budget Committee in May 2026. A report on supplemental Fund 478 - BIR allocations is expected to come back to the CIC, BC and Board in August/September 2026.

Unfunded Project Requests - Developing Scope and Cost Estimates

Unfunded projects which departments wish to have considered for discretionary funding range from an identified need with no formal scoping or cost estimating to projects with professional programming, scoping, and estimating, which provide more accurate cost estimates. For project funding requests without formal scoping and estimating, departments have three options in preparing their project requests:

Option 1: Departments may request a smaller amount of funding be allocated to projects prior to full funding, so that more accurate scoping and estimating can be done which may include engaging services of specialized consultants. This provides the Board with a more realistic project estimate for full funding consideration in subsequent years. **PWFP Project Managers recommend this process.**

Option 2: Departments may use internal funding sources to retain PWFP scoping and estimating services. Once scoping and estimating is complete, the CIP project is updated with the more realistic cost estimate and funding request. As with Option 1, this allows the Board to make more informed decisions with fewer and smaller add-on funding requests once the project starts.

Option 3: Departments may reference historical data from previous projects to develop an estimate or use a standard square foot cost calculator provided by PWFP as part of the CIP update process to create a potential project budget. Departments may engage PWFP Project Managers through a

Reimbursable Service Agreement (RSA) to review the CIP request and historical costs. These estimates are known as Rough Order of Magnitude estimates (ROMs). ROMs vary significantly from actual costs. To account for the many unknown factors in a ROM, a cost estimate will typically include placeholders of 20% design/engineering, 20% construction management and 35% contingency based the County's cost estimating procedures. The Board may elect to award funding based on a ROM to quickly initiate work, however there is significant risk that the initial funding allocation will not cover actual project costs once the true scope is determined.

OTHER AGENCY INVOLVEMENT:
PWFP worked closely with County departments and CAO to identify capital needs, related costs, and funding sources. The draft CIP included with this report was previously presented to the CIC on May 11, 2026 and the BC on May 26, 2026. The Planning Commission is reviewing the draft CIP for consistency with the Monterey County General Plan on June 10, 2026. To meet report submittal deadlines, this report was prepared prior to the Planning Commission meeting. The findings of the Planning Commission will be added to this report through Additions and Corrections by the Clerk as Exhibit C once available.

FINANCING:
The CIP is funded by multiple funding sources including local, state, and federal grants, Highway Users Tax Account (HUTA, or Gas Tax), SB 1, Measure X, Measure AA, impact fees, and capital funds. PWFP staff costs allocated to prepare the CIP this FY are budgeted in Fund 404. Available cash flow is considered when determining the timing and implementation of individual projects.

Prepared by: John Snively, Administrative Operations Manager (831) 759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Attachment B - CIP FYs 2026-27 through 2030-31

Introduced: 6/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2026/27 through 2030/31.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2026/27 through 2030/31.

SUMMARY:

The County of Monterey Capital Improvement Program Five-Year Plan (CIP) is a planning document that includes capital projects with a value over $100,000 and a useful life of more than one year which are managed by Public Works, Facilities and Parks (PWFP), Natividad Medical Center (NMC) and technology upgrade project managed by Information Technology Department (ITD). The attached FY 2026/27 CIP includes “active” projects with full or partially-secured funding which are anticipated to start or continue in FY 2026/27. Staff will return at a later date for further discussion and comment on unfunded project needs and potential funding as a supplement to the adopted CIP.

DISCUSSION:
The CIP sets forth public projects essential to maintain and improve County public facilities and facilitate the orderly implementation of the County General Plan. Each year, the CIP is updated and reviewed considering County needs, priorities, and available funding. A long-term CIP provides several benefits:

- Prioritizes needs and establishes an orderly basis for sound budgetary decisions
- Focuses attention on both mandated and community goals, needs, and capabilities for best use of public funds and establishes a long-term plan to address future needs
- Improves the likelihood of obtaining State and Federal financing assistance for projects
- Encourages project coordination between the County and public agencies which serves to reduce scheduling conflicts
- Allows private enterprise to relate and/or align their projects to the CIP

CIP Summary: FY 2026/27 Work Plan + Future Planned Work
PWFP is working closely with the County Administrative Office (CAO) to improve the usefulness of CIP reports. This first draft CIP includes “Active” projects expected to start or continue into Fiscal Year (FY) 2026/27, as well as future projects with approved or projected funding through FY 2030/31. This new comprehensive report is intended to give the Board better visibility of the magnitude of capital work departments are planning for the next five years.

As drafted, the CIP identifies 120 projects planned over the next 5 years. Some projects underway in the current FY and expected to close by June 30, 2026, may extend in FY 2026/27 due to unforeseen circumstances such as weather or supply chain issues. The project list will be updated in coordination with departments and the CAO Budget Office as the fiscal year progresses. The final list of projects will be presented to the Board in June as part of the budget adoption process.

Estimated cost for FY 2026/27 is $179 million, with total project costs across all five years estimated at $944 million. Note: the estimate across all five years includes design and development projects with placeholder construction costs and does not reflect actual project costs as they will be realized once design work is completed. The majority of funding for these projects is held in either Fund 404 Capital Projects Fund or Fund 002 Road Fund. Departments may also hold specific project funding such as grant funds in their own department budgets.

FY 2026/27 Unfunded Project Requests and Fund 478 - BIR Allocation. Proposed Updated Process

Historically, the County has relied almost exclusively on "Fund 478" Building Improvement and Replacement Subfund (BIR) to fund this list of requests. PWFP is working closely with CAO to develop a plan for Fund 478 - BIR allocations over the next five years. A narrative and copy of the draft workflow are attached to this report as Attachment B. The draft workflow was presented to the Capital Improvement Committee in March 2026, and the Budget Committee in May 2026. A report on supplemental Fund 478 - BIR allocations is expected to come back to the CIC, BC and Board in August/September 2026.

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Option 1: Departments may request a smaller amount of funding be allocated to projects prior to full funding, so that more accurate scoping and estimating can be done which may include engaging services of specialized consultants. This provides the Board with a more realistic project estimate for full funding consideration in subsequent years. **PWFP Project Managers recommend this process.**

Option 2: Departments may use internal funding sources to retain PWFP scoping and estimating services. Once scoping and estimating is complete, the CIP project is updated with the more realistic cost estimate and funding request. As with Option 1, this allows the Board to make more informed decisions with fewer and smaller add-on funding requests once the project starts.

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OTHER AGENCY INVOLVEMENT:
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FINANCING:
The CIP is funded by multiple funding sources including local, state, and federal grants, Highway Users Tax Account (HUTA, or Gas Tax), SB 1, Measure X, Measure AA, impact fees, and capital funds. PWFP staff costs allocated to prepare the CIP this FY are budgeted in Fund 404. Available cash flow is considered when determining the timing and implementation of individual projects.

Prepared by: John Snively, Administrative Operations Manager (831) 759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Attachment B - CIP FYs 2026-27 through 2030-31

Before the Board of Supervisors
County of Monterey, State of California

Resolution No.: 26-_____

Resolution of the Monterey County Board of Supervisors)
approving County of Monterey Capital Improvement Program)
Five-Year Plan for Fiscal Years 2026/27 through 2030/31)

WHEREAS, the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2026/27 through 2030/31 (hereinafter CIP) sets forth public projects essential to maintain and improve County public facilities and facilitate the orderly implementation of the County General Plan;

WHEREAS, the County of Monterey Department of Public Works, Facilities, and Parks (PWFP) works with County Departments to update the CIP on a yearly basis to reflect County needs, priorities, and available funding;

WHEREAS, on March 17, 2026, the Capital Improvement Committee (CIC) reviewed the draft CIP;

WHEREAS, on May 26, 2026, the Budget Committee (BC) reviewed the draft CIP;

WHEREAS, on June 10, 2026, the Planning Commission (PC) adopted a resolution finding that the CIP conforms to and is consistent with the 2010 Monterey County General Plan, the Local Coastal Program, and 1982 General Plan as applicable;

NOW THEREFORE BE IT RESOLVED THAT the Monterey County Board of Supervisors does hereby approve the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2026/27 through 2030/31.

PASSED AND ADOPTED this 16th day of June 2026:

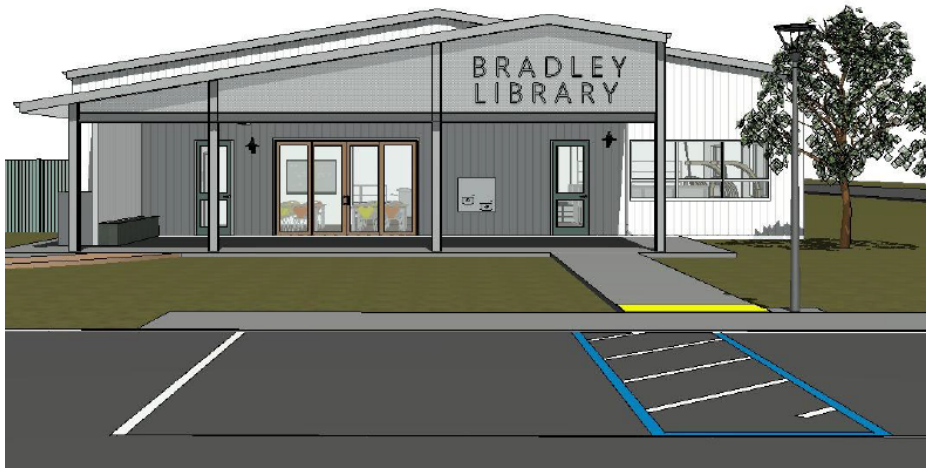
AYES: Supervisors
NOES:
ABSENT:
(Government Code 54943)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book_____for the meeting on June 22, 2021.

Dated: June , 2026
File ID: RES 25-
Agenda Item:

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

By _____
Deputy



DRAFT
County of Monterey
Capital Improvement Program
Five-Year Plan

FYs 2026/27 through 2030/31

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Executive Summary

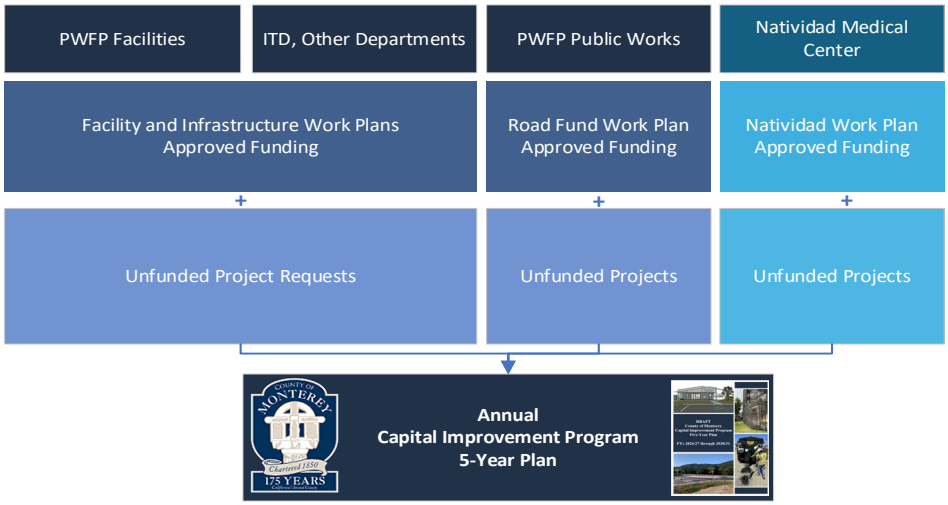
Capital Improvement Program Five-Year Plan Defined

The County of Monterey Capital Improvement Program Five-Year Plan (CIP) sets forth capital projects essential to maintain and improve County public facilities and facilitates the orderly implementation of the County General Plan. Public facilities include buildings, major equipment, telecommunications infrastructure, parks, and transportation systems. CIP projects are those projects that cost more than $100,000 and provide long term assets to Monterey County.

Each year, the CIP is reviewed and updated considering available funding to address County infrastructure needs. A long-term CIP provides several benefits:

- Prioritizes needs and establishes an orderly basis for sound budgetary decisions.
- Focuses attention on both mandated and community goals, needs, and capabilities for best use of public funds and establishes a long-term plan to address future needs.
- Improves the likelihood of obtaining State and Federal financing assistance for projects.
- Encourages project coordination between the County and public agencies which serves to reduce scheduling conflicts.

The CIP consists of funded capital projects managed by the Public Works, Facilities & Parks Department (PWFP), Natividad Medical Center (NMC) and Information Technology Department (ITD). Select projects and capital purchases managed directly by County Departments are also included. “Active” projects are those projects with secured funding expected to start or continue in the coming Fiscal Year, as well as future projects with approved or projected funding in the next five fiscal years. In addition to funded projects, the CIP includes a list of unfunded project requests submitted by County departments. Including a list of unfunded projects into the CIP creates opportunities for departments to pursue grant opportunities, as well as keeping the Board appraised on the amount of deferred maintenance and capital needs throughout the County. Figure 1 below represents the various work plans and projects which make up the CIP.



Summary of CIP Projects and Costs

As drafted, the CIP identifies 120 Active projects planned over the next 5 years. Some projects underway in the current FY and expected to close by June 30, 2026, may extend in FY 2026/27 due to unforeseen circumstances such as weather or supply chain issues. The project list will be updated in coordination with departments and the CAO Budget Office as the fiscal year progresses. This comprehensive report provides visibility on the magnitude of capital work departments are planning for the next five years.

Summary of CIP Projects and Estimated Costs

Project Status	Number of Projects	FY 2026/27 Cost	Total Estimated Cost
"Active" Work Plans	120	$182 Million	$947 Million
Unfunded Project Requests	212	N/A	$501 Million

CIP Development Process

Development Lead

County of Monterey Ordinance 5391 created Public Works, Facilities and Parks (PWFP) as a comprehensive County department responsible for the administration, coordination, and oversight of policies and regulations, and related services concerning facilities maintenance and capital planning in support of County owned and leased facilities in compliance with all applicable local, State, and Federal laws and regulations. Monterey County Code 2.28.010 assigns PWFP the responsibility of delivering infrastructure and capital planning which provide for the public health and safety in transportation, public works, and utility services. Monterey County Code 2.25.050 outlines the PWFP Director duties, including development and recommendation of capital improvement programs and presentation and justification of such programs to the County Administrative Officer and the Board of Supervisors.

Annual Project Updates

The annual CIP Development process begins with a request to County departments for project updates and new project submittals at the beginning of the calendar year. Projects with approved funding which are anticipated to start or continue in the upcoming fiscal year are incorporated into draft "Active" 5-Year Work Plans for Public Works, Facilities and Parks, Information Technology Department, and Natividad Medical Center. These Work Plans become the basis for the annual CIP update. Special projects directly managed by County Departments are also included in the draft CIP. In addition to Active projects, the final CIP includes unfunded project requests, as discussed below.

Project Priorities and Condition Assessments

Road projects are prioritized in a Pavement Management Plan ("PMP") based on criteria such as road pavement condition, traffic volumes, and economic importance. Studies completed along specific corridors (Carmel Valley Road, G-12 Pajaro to Prunedale, etc.) identify projects that are folded into the roads program. Projects which were promised if Measure X passed, take priority using that funding source. PWFP collaborates with other agencies to leverage each other's limited funding to perform regional projects.

Critically, an objective Facility Condition Assessment (FCA) index is not currently available for facilities and vertical infrastructure, as the PWFP does not have a computerized maintenance management system (CMMS) to track asset lifespans, repair history and potential asset replacement cost. Funding a CMMS is a reoccurring funding priority for PWFP – Facilities Division.

Unfunded Project Requests

During annual CIP development, County departments submit on average approximately 100 unfunded project requests, totaling more than $200 million in estimated costs. The actual project costs are likely to be significantly higher, as preliminary estimates tend to underestimate required scope, soft costs, contingencies, and hard costs.

The final CIP includes a list of unfunded and future project requests which are not expected to become active over the next five years due to any combination of factors, including County prioritization and strategic/master planning goals, planning and/or scheduling conflicts, increased scope due to unforeseen conditions, regulatory and permit delays, lack of funding for both project costs and associated staff support to implement the CIP projects. Projects may become active if the previously stated factors are resolved and the project can be incorporated into the approved work plan. Including a list of unfunded projects into the CIP creates opportunities for departments to pursue grant opportunities, as well as keeping the Board appraised on the amount of deferred maintenance and capital needs throughout the County.

Unfunded projects range from an identified need with no formal scoping or cost estimating to projects with professional programming, scoping, and estimating, which provide more accurate project cost estimates. For projects without scoping and estimating, project managers use historical data such as previous similar projects, or square foot estimates using a standard cost estimate calculator to determine potential costs. These are known as Rough Order of Magnitude estimates (ROMs). ROMs may be anywhere from 50% over to 100% under actual costs and typically include placeholders of 20% design/engineering, 20% construction management and 35% contingency based on estimated construction cost.

CIP Approvals

The CIP Program involves multiple phases of development, and review by the Capital Improvement Committee, Budget Committee, Planning Commission and finally Board of Supervisors.

Capital Improvement Committee

The Capital Improvement Committee (CIC) was established in 2005 to plan for future capital projects and make recommendations to the Board on major capital projects and expenditures, including review and recommendations concerning the annual update for the CIP. The CIC also establishes priorities between competing capital project needs. Each year the CIC reviews the proposed list of funded projects for the annual CIP update and provides recommendations for prioritizing unfunded and partially funded projects, should additional funding become available.

Budget Committee

The Budget Committee (BC) reviews the CIP for fiscal matters, including proposed funding sources for projects in the upcoming fiscal year. The BC may make recommendations to the Board of Supervisors on funding for currently unfunded projects or adjustments to funding sources for budgeted projects.

Planning Agency

Government Code section 65401 requires the list of proposed public works recommended for planning, initiation, or construction during the ensuing fiscal year be submitted to the designated planning agency for review and report to the designated official agency as to conformity with the adopted general plan or part, thereof. The County of Monterey Board of Supervisors has designated PWFP as the appropriate department to prepare the CIP per Monterey County Code section 2.28.010.B. Monterey County Code section 2.29.010 defines the County's "Planning Agency" as consisting of the Board of Supervisors, the Planning Commission ("Commission"), the Housing and Community Development Department ("HCD"), and such other hearing officers and bodies as are designated in County's zoning and subdivision ordinances as Appropriate Authorities. The Planning Commission has historically acted in the capacity of the Planning Agency for the purposes of fulfilling the requirements of Government Code section 65401.

Board of Supervisors

The final draft CIP is presented to the Board of Supervisors for adoption with the budget in June of each year.

Fees and Funding

Road Fund

Capital Projects under the Public Works Road Fund Work Plan utilize multiple sources. Annual allocations include: Highway Users Tax Account ("HUTA", aka Gas Tax), Senate Bill 1 ("SB 1", aka, Road Maintenance and Rehabilitation Account), Measure X (annual allocation-based sales tax divided with a split of 40% Transportation Agency for Monterey County ("TAMC") and 60% local agencies in the County, which is calculated on 50% population / 50% lane miles – this local road maintenance tax sunsets in 2047), and Transient Occupancy Tax ("TOT,"). Board policy to allocate 25% of TOT for road maintenance as part of the County's Maintenance of Effort ("MOE") obligation through SB 1 and Measure X. In addition, PWFP applies for funding from various

sources: Federal Highway Administration ("FHWA"), State/Regional Transportation Improvement Program ("STIP/RTIP"), Active Transportation Program ("ATP"), Highway Safety Improvement Program (HSIP), and other one-time funding when a project qualifies. Projects completed under emergency declarations may be eligible for reimbursement through the Federal Emergency Management Agency ("FEMA") and/or the Governor's Office of Emergency Services ("CalOES").

Fund 478 - Building Improvement and Replacement (BIR)

The Building Improvement and Replacement (BIR) unit is a component of the Resource Planning Internal Service Fund (ISF). This unit is composed of the allocation of building depreciation overhead recovered through the County's annual Countywide Cost Allocation Plan (Cost Plan). Depreciation is allocated among the County departments based on the square footage occupied. Historically, the County has relied almost exclusively on "Fund 478" Building Improvement and Replacement sub fund (BIR) for discretionary capital project revenue. BIR has averaged $13 million each year for deferred maintenance, new construction and other vertical construction capital projects.

Other Funding Sources

Capital projects are funded through capital funds budgeted in Funds 002 (Road Fund) and 404 (Facilities Master Plan Projects) and by individual department budgets. Funding may come from multiple sources including local, state, and federal grants, Gas Tax, SB 1, Measure X, impact fees, and capital funds.

Monterey County, California

Capital Plan

26/27 thru 30/31

PROJECTS & FUNDING SOURCES BY DEPARMENT

Active Projects

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Administration									
Electric Charging Stations at Various County Facilities	4075			3,463,405					3,463,405
California Energy Commission Grant				***3,463,408***					***3,463,408***
Administration Total				$3,463,405					$3,463,405
Agricultural Commissioner									
Salinas Ag Office Building Improvements - 1428 Abbott St Salinas	8845	19,788	209,254	4,524,316		220,616	1,464,360		6,438,334
Ag Commissioner Funding (Planned)		***19,788***	***209,254***	***1,811,018***					***2,040,060***
Unfunded				***2,713,298***					***2,713,298***
Agricultural Commissioner Total		$19,788	$209,254	$4,524,316		$220,616	$1,464,360		$6,438,334
Health									
General Repairs- 1270 Roof Maintenance Repair	1802-2		50,000	300,000	100,000				450,000
Health Department Funds			***50,000***	***300,000***	***100,000***				***450,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
299 12th street General Repairs- Interior Paint Refresh	1802-3			250,000	100,000	50,000			400,000
Health Department Funds				***250,000***	***100,000***	***50,000***			***400,000***
Relocate or Expand Alisal Family Health Center - 559 E Alisal St Salinas	1901			598,225	120,000				718,225
Health Department Funds				***598,225***	***120,000***				***718,225***
Relocate/Expand Marina Family Health Center - 3155 De Forest Rd Marina	1903			260,000	650,000	12,940,000	1,150,000		15,000,000
Health Department Funds				***260,000***	***650,000***	***3,590,000***			***4,500,000***
Lease Negotiations (TBD)						***9,350,000***	***1,150,000***		***10,500,000***
Animal Services- 160 Hitchcock Rd Salinas- New Facility	2101		87,914					34,872,407	34,960,321
General Fund Contribution			***87,914***						***87,914***
Unfunded								***34,872,407***	***34,872,407***
Salinas Clinic Services - Same Day Clinic	2204				100,000	8,154,960			8,254,960
Fee for Services					***100,000***				***100,000***
Unfunded						***8,154,960***			***8,154,960***
Public Health Laboratory Upgrades (Unidirectional Workflow)	2205							171,265	171,265
ELC SUP								***19,456***	***19,456***
Fund 478								***151,809***	***151,809***
Homeless Services- Feasibility Study	2404				60,000	180,000			240,000
Health Department					***60,000***				***60,000***
Unfunded						***180,000***			***180,000***
Health Admin Building EV Chargers Project	2501			175,000	2,296,000				2,471,000
Health Department Funds				***175,000***	***2,296,000***				***2,471,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
331 Sanborn- EV Chargers Project	2502			500,000					500,000
Health Department Funds				***500,000***					***500,000***
Lab HVAC PROJECT (Replace Exhaust Fans and Install New Mini Splitter)	2504		1,595,215	31,226					1,626,441
Health Department Funds			***1,595,215***	***31,226***					***1,626,441***
Health Animal Services: Replace HVAC System - 160 Hitchcock Rd Salinas	4071	144,394	943,317	1,014,648					2,102,359
Fee Services		***84,580***							***84,580***
Fund 478 - BIR		***59,814***	***943,317***	***1,014,648***					***2,017,779***
1270 Natividad – Interior Wall Repair and Repainting	HD 1802-3		86,831	310,000					396,831
Health Department Funds			***86,831***	***310,000***					***396,831***
HD Modular Storage Project	HD 2302		180,000	2,315,500					2,495,500
Health Department Funds			***180,000***	***2,315,500***					***2,495,500***
Recuperative Care Project	HD 2401	2,305	100,000	140,705	14,779,633				15,022,643
Health Department FY 23		***2,305***	***47,695***						***50,000***
Health Department FY 24			***52,305***	***140,705***					***193,010***
Unfunded					***14,779,633***				***14,779,633***
General Repairs- 299 General Repairs- Roof Tile Replacement	HD-1801-2			150,000	350,000				500,000
Health Department Funds				***150,000***	***350,000***				***500,000***
1156 Fremont Blvd – General Repairs and Systems Upgrades	HD-2601		300,000	200,000	100,000				600,000
Health Department Funds			***300,000***	***200,000***	***100,000***				***600,000***
Health Total		$234,613	$4,538,588	$8,288,079	$36,654,593	$1,150,000		$35,043,672	$85,909,545

Housing and Community Development

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Carmel River Floodplain Restoration (CRFREE)	7200	3,156,807	448,095	17,900,000	18,988,572	13,888,572	100,000		54,482,046
Grant Funding (Multiple)		***3,156,807***	***448,095***	***17,900,000***	***18,988,572***	***13,888,572***	***100,000***		***54,482,046***
Housing and Community Development Total		$3,156,807	$448,095	$17,900,000	$18,988,572	$13,888,572	$100,000		$54,482,046
Information Technology									
NGEN L3Harris Core Upgrade (Countywide) & Greenfield Site Buildout	1930-NGEN-24-01	237,922	1,396,779	1,063,240					2,697,941
City of Greenfield Grant		***54,722***	***273,610***	***241,991***					***570,323***
NGEN Capital Fee Fund 405		***183,200***							***183,200***
NGEN Capital Fee Fund 405 (BOS Approved; NGEN Exec Board Approved 2.13.25)			***1,123,169***						***1,123,169***
NGEN Capital Fee Fund 405 (Pending BOS Approval; NGEN Exec Board Approved 2.18.26)				***821,249***					***821,249***
NGEN Motorola SmartConnect LTE Integration	1930-NGEN-24-04							750,000	750,000
NGEN Capital Fee Fund 405 (Pending NGEN Ops Recommendation to Exec Board)								***750,000***	***750,000***
Information Technology Total		$237,922	$1,396,779	$1,063,240				$750,000	$3,447,941
Library									
East Garrison Library	411200	281,879	663,728	8,401,943	1,340,342				10,687,892
Library Fund Balance			***130,105***						***130,105***
Ft. Ord Successor Agency		***125,000***	***3,380,383***	***4,750,820***					***8,256,203***
Developer Funding		***845,845***	***154,155***	***1,301,584***					***2,301,584***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
New Bradley Library and Resiliency Center Project	L-1603	300,815	504,999	6,292,910	920,000				8,018,724
Fund 404		***59,016***	***140,984***						***200,000***
Fund 478		***138,970***	***334,821***	***112,251***					***586,042***
Library Fund Balance				***80,000***	***1,200,000***				***1,280,000***
Fund 478				***5,246,031***					***5,246,031***
Unfunded					***706,652***				***706,652***
Gonzales Community Center & Library	L-1604	1,800,000		50,000					1,850,000
Library Fund Balance				***50,000***					***50,000***
Cannabis Tax Assignment		***1,800,000***							***1,800,000***
Pajaro Library Branch Rehabilitation	L-1605	198,892	495,695	3,255,413					3,950,000
Fund 478		***198,893***	***151,107***						***350,000***
DEM - AB 102 Funding			***344,588***						***344,588***
Library Fund Balance				***100,000***					***100,000***
Fund 478				***3,155,412***					***3,155,412***
Library Fund Balance					***200,000***				***200,000***
San Lucas Library Landscaping	L-1607	37,000	14,000	266,000					317,000
Grant		***52,000***	***15,000***						***67,000***
Library Fund Balance				***250,000***					***250,000***
New South County Bookmobile	L-1608				300,000	100,000			400,000
Library Fund Balance					***300,000***	***100,000***			***400,000***
Greenfield Library Parking Lot	L-1609	1,600	3,744	205,512					210,856
Library Fund Balance				***120,856***					***120,856***
Library Fund Balance				***90,000***					***90,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Greenfield Library Interior Improvements	L-1618			225,000					225,000
Library Fund Balance				***225,000***					***225,000***
Buena Vista Library Desk and Carpet Replacement	L-1621			100,000					100,000
Library Fund Balance				***100,000***					***100,000***
Library Total		$2,620,186	$1,682,166	$18,796,778	$2,560,342	$100,000			$25,759,472
Natividad Medical Center									
Natividad Furniture for Patient Areas & Ergo Equipment - 1441 Constitution Blvd Salinas	B16-2016-084		400,000	413,000	500,000	500,000	500,000	500,000	2,813,000
NMC			***400,000***	***413,000***	***500,000***	***500,000***	***500,000***	***500,000***	***2,813,000***
Natividad Refresh of Med Surg and ICU - 1441 Constitution Blvd Salinas	B16-2016-096	501,800	500,000	6,500,000	498,000	500,000			8,499,800
NMC		***501,800***	***500,000***	***6,500,000***					***7,501,800***
Unfunded					***498,000***	***500,000***			***998,000***
NMC - 1441 Constitution Boulevard, Salinas - Demolition of Old Hospital	B16-2017-101				15,000,000	5,000,000			20,000,000
NMC					***20,000,000***				***20,000,000***
Natividad Information and Security Compliance - 1441 Constitution Blvd Salinas	B17-2017-002		75,000	152,000	150,000	250,000	150,000		777,000
NMC			***75,000***	***152,000***	***150,000***	***250,000***	***150,000***		***777,000***
NMC - 1441 Constitution Boulevard, Salinas - Fire Alarm Command Center Bld. 400	B17-2017-054				750,000	500,000			1,250,000
NMC					***750,000***	***500,000***			***1,250,000***
Natividad SEA Conference Room - 1441 Constitution Blvd Salinas	B17-2017-525				150,000				150,000
NMC					***150,000***				***150,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC - 1441 Constitution Boulevard, Salinas - Remodel Mothers and Infant Unit 2 (MIU2)	B17-2017-528						2,500,000		2,500,000
NMC							***2,500,000***		***2,500,000***
Natividad Fire Alarm Command Center Bld. 580 - 1441 Constitution Blvd Salinas	B21-2021-084		700,000	1,200,000					1,900,000
NMC			***700,000***	***1,200,000***					***1,900,000***
NMC - 1441 Constitution Boulevard, Salinas - Elevator Upgrades	B21-510		312,000		400,000	400,000	400,000		1,512,000
NMC			***312,000***		***400,000***	***400,000***	***400,000***		***1,512,000***
Natividad General IT Equipment Replacement - 1441 Constitution boulevard, Salinas	B22-2022-035		747,850	429,000	747,850	500,000	500,000	500,000	3,424,700
NMC			***747,850***	***409,000***	***747,850***	***500,000***	***500,000***	***500,000***	***3,404,700***
Natividad IT Cabling - 1441 Constitution Blvd Salinas	B22-2022-037		25,000	100,000	100,000	100,000	100,000		425,000
NMC			***25,000***	***100,000***	***100,000***	***100,000***	***100,000***		***425,000***
Natividad E-Forms / Signatures Software - 1441 Constitution Blvd Salinas	B22-2022-039		100,000		50,000	50,000	50,000		250,000
NMC					***50,000***	***50,000***	***50,000***		***150,000***
Natividad Patient Queuing System - 1441 Constitution Blvd Salinas	B22-2022-040		125,000	136,000	50,000	50,000	50,000		411,000
NMC			***125,000***	***136,000***	***50,000***	***50,000***	***50,000***		***411,000***
Natividad Asset Management Tracking System - 1441 Constitution Blvd Salinas	B22-2022-041		100,000	511,000					611,000
NMC			***100,000***	***511,000***					***611,000***
Natividad Contracts Management System - 1441 Constitution Blvd Salinas	B22-2022-042			150,000					150,000
NMC				***150,000***					***150,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Natividad JOC Facilities Project - 1441 Constitution Blvd Salinas	B22-2022-064		640,000	250,000	750,000	1,000,000	1,000,000	1,000,000	4,640,000
NMC			*640,000*	*250,000*	*750,000*	*1,000,000*	*1,000,000*	*1,000,000*	*4,640,000*
Natividad Building 800 Demo/ New Storage Building - 1441 Constitution Blvd Salinas	B22-2022-070				4,000,000	2,800,000			6,800,000
NMC					*4,000,000*	*2,800,000*			*6,800,000*
Natividad Workstations on Wheels - 1441 Constitution Blvd Salinas	B22-2023-200		100,000		700,000	250,000	150,000		1,200,000
NMC			*100,000*		*700,000*	*250,000*	*150,000*		*1,200,000*
NMC - 1441 Natividad Road, Salinas - Systems Upgrade	B22-500				32,000,000	50,000,000	7,600,000		89,600,000
NMC					*32,000,000*	*50,000,000*	*7,600,000*		*89,600,000*
NMC - 1441 Constitution Boulevard, Salinas - IT Communications	B22-501				500,000	500,000	500,000		1,500,000
NMC					*500,000*	*500,000*	*500,000*		*1,500,000*
NMC - 1441 Constitution Boulevard, Salinas - Labor and Delivery Refresh Paint/Replace Carpets	B22-513					2,000,000			2,000,000
NMC						*2,000,000*			*2,000,000*
NPC-SPC UPGRADE -1441 Constitution Blvd Salinas	B23-2023-094		250,000		2,450,000				2,700,000
NMC			*250,000*		*2,450,000*				*2,700,000*
Natividad Emergency Department Modular - 1441 Constitution Blv Salinas	B23-2023-158		1,000,000		6,000,000				7,000,000
NMC			*1,000,000*		*6,000,000*				*7,000,000*
Natividad Medical Center Total		$501,800	$5,074,850	$9,841,000	$64,795,850	$64,400,000	$13,500,000	$2,000,000	$160,113,500

Probation

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Youth Center Modular Project	418924		832,584	69,419					902,003
Fund 001			***832,584***	***69,419***					***902,003***
Probation Juvenile Hall Modular Project	418929		844,124	414,031					1,258,155
FUND 001			***844,124***	***414,031***					***1,258,155***
Juvenile Division Restroom Remodel - 1422 Natividad Rd	842000		88,503	1,756,418					1,844,921
Fund 478			***88,503***	***148,668***					***237,171***
Unfunded				***1,607,750***					***1,607,750***
Youth Center Tenant Improvements (Design and Planning) - 970 Circle Dr	PD 2024-01		214,770						214,770
Fund 478			***214,770***						***214,770***
Probation Total			$1,979,981	$2,239,868					$4,219,849
PWFP – Architectural Svcs, Facilities, Grounds									
Pajaro Mansion Campus Post Storm Restoration (Emergency Work)	723218	1,626,157	4,729,255	791,237					7,146,649
Strategic Reserve		***1,626,157***	***1,573,843***						***3,200,000***
DEM - AB 102 Funding			***3,155,412***						***3,155,412***
Fund 478				***791,237***					***791,237***
Parking Lot Alternative at Church and Gabilan Streets	8419	10,760		2,800,000					2,810,760
Fund 404		***10,760***		***250,000***					***260,760***
Unfunded				***2,550,000***					***2,550,000***
Unscheduled Repairs - Countywide	851000			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Fund 478				***1,000,000***					***1,000,000***
Fund 478 (Pending)					***1,000,000***	***1,000,000***	***1,000,000***	***1,000,000***	***4,000,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Replace Generators at 1441/1488 Schilling Pl Salinas	PWFP 2024-03		449,460	3,856,190					4,305,650
Unscheduled Maintenance Funds			***449,460***						***449,460***
Fund 478				***3,856,190***					***3,856,190***
HVAC Repairs and Replacement - 1200 Aguajito Rd Monterey	PWFP 2024-12	108,012	839,626	804,969					1,752,607
Fund 478			***759,827***						***759,827***
General Fund Contingencies			***69,799***	***922,982***					***992,781***
PWFP – Architectural Svcs, Facilities, Grounds Total		$1,744,929	$6,018,341	$9,252,396	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$21,015,666
PWFP – Park and Ranger Operations									
Park Repairs - Prop 68 Per Capita Funding	8823	320,893	364,078	104,317					789,288
Prop 68 Grant		***256,714***	***291,262***	***20,863***					***568,839***
ARPA Funding		***64,179***	***72,816***	***83,454***					***220,449***
Parks Master Plan	Parks 2023-03			50,000	600,000				650,000
General Fund Contribution				***50,000***					***50,000***
Unfunded (Measure AA)					***600,000***				***600,000***
PWFP – Park and Ranger Operations Total		$320,893	$364,078	$154,317	$600,000				$1,439,288
PWFP – Public Works Engineering									
Laureles Grade and Carmel Valley Road - Roundabout	1146		6,467,454						6,467,454
CVTIP			***2,948,455***						***2,948,455***
Measure X			***2,868,999***						***2,868,999***
Air Resources Grant			***200,000***						***200,000***
TAMC			***450,000***						***450,000***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Guardrail Repair Program	1153		100,000	100,000	100,000	100,000	100,000	100,000	600,000
SB 1			***100,000***	***100,000***	***100,000***	***100,000***	***100,000***	***100,000***	***600,000***
Elkhorn Road Rehabilitation	1155	2,139,769	6,201,495						8,341,264
Measure X		***1,069,885***	***3,100,747***						***4,170,632***
SB 1		***1,069,884***	***3,100,748***						***4,170,632***
Old Stage Road Rehab Alisal Rd to Iverson Rd	1159	5,247,421	1,670,705	4,470,000		4,910,000	5,470,000	4,080,000	25,848,126
Measure X		***2,260,332***	***835,352***	***2,235,000***		***2,455,000***	***2,735,000***	***2,040,000***	***12,560,684***
SB 1		***2,260,333***	***835,353***	***2,235,000***		***2,455,000***	***2,735,000***	***2,040,000***	***12,560,686***
TOT		***726,756***							***726,756***
Countywide Supplemental Roadway Vegetation Removal	1163		150,000	150,000	150,000	150,000	150,000	150,000	900,000
SB 1			***150,000***	***150,000***	***150,000***	***150,000***	***150,000***	***150,000***	***900,000***
Community Street Repair Program	1170		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Measure X			***1,000,000***	***01,000,000***	***01,000,000***	***01,000,000***	***01,000,000***	***01,000,000***	***6,000,000***
G-12 Pajaro to Prunedale Corridor Study Project - Project Area 6 (Salinas and Pajaro Rd)	1175	315,879	939,543						1,255,422
Measure X		***162,612***	***365,343***						***527,955***
HSIP		***153,267***	***574,200***						***727,467***
Chualar Safe Route to School Program	1177	468,522	4,978,000	1,192,494					6,639,016
ATP GRANT		***0,468,522***	***4,687,984***	***1,192,494***					***6,349,000***
Measure X			***290,016***						***290,016***
San Ardo Safe Route to School Program	1178	590,718	2,690,131	786,649					4,067,498
ATP		***411,001***	***2,597,500***	***786,649***					***3,795,150***
Measure X		***179,717***	***92,631***						***272,348***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Castroville- Active Transportation Project	1179	341,932	1,706,389	4,930,000					6,978,321
ATP GRANT		***37,000***	***1,496,000***	***4,930,000***					***6,463,000***
Measure X		***304,932***	***210,389***						***515,321***
Boronda Road Bridge	1181	164,976	340,000	250,165	150,000	57,808			962,949
HBP		***146,055***	***301,002***	***221,471***	***132,795***	***51,177***			***852,500***
State Seismic Match		***18,923***	***38,998***	***28,694***	***17,205***	***6,631***			***110,451***
Jolon Rd Rehabilitation (US101 to 6 miles n/o Mission Rd)	1182		1,230,000	12,250,000	12,250,000	12,250,000			37,980,000
TOT			***1,230,000***						***1,230,000***
Unfunded				***12,250,000***	***12,250,000***	***12,250,000***			***36,750,000***
Bridge Preventative Maintenance Program (BPMP)	1184	182,736	134,004	251,740	689,000	5,015,000			6,272,480
HBP		***146,189***	***107,203***	***201,392***	***551,200***	***4,012,000***			***5,017,984***
Measure X		***36,547***	***26,801***	***50,348***	***137,800***	***1,003,000***			***1,254,496***
Carmel Valley Road Resurfacing	1185	286,594	1,073,406	5,785,000					7,145,000
SB 1		***143,297***	***36,703***	***2,892,500***					***3,072,500***
Measure X		***143,297***	***36,703***	***2,892,500***					***3,072,500***
TOT			***1,000,000***						***1,000,000***
Nacimiento Lake Drive - Bridge No. 449 Replacement	2202	10,453,693	48,000	48,000	48,000	48,000	48,000		10,693,693
HBP		***8,222,157***							***8,222,157***
Measure X		***1,688,795***	***48,000***	***48,000***	***48,000***	***48,000***	***48,000***		***1,928,795***
Road Fund		***542,741***							***542,741***
0			***1***						***1***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Davis Road - Bridge Replacement and Road Widening	3600	11,937,944	219,071	30,397,844	26,761,617	35,722,157			105,038,633
HBP Caltrans		***6,024,011***		***16,593,291***	***15,987,611***	***21,207,878***			***59,812,791***
EG Development		***908,008***		***373,802***					***1,281,810***
RSTP		***2,531,098***	***219,071***	***449,494***					***3,199,663***
Gas Tax		***502,102***							***502,102***
CDBG				***9,690,821***	***10,076,332***	***10,700,847***			***30,468,000***
FORA		***1,972,725***							***1,972,725***
Air District				***350,000***					***350,000***
Unfunded				***2,940,436***	***697,674***	***3,813,432***			***7,451,542***
Robinson Canyon Road - Bridge Scour Repair	3851	4,658,401	830,290	73,000	73,000	71,000	68,000		5,773,691
HBP		***3,856,653***	***339,057***						***4,195,710***
Measure X		***353,428***	***447,305***	***73,000***	***73,000***	***71,000***	***68,000***		***1,085,733***
Toll Credit		***448,320***	***43,928***						***492,248***
Bradley Road - Bridge Scour Repair	3852	11,023,145	234,286	19,046	19,046	19,046	19,046		11,333,615
HBP		***11,023,145***	***154,203***						***11,177,348***
Measure X			***80,083***	***19,046***	***19,046***	***19,046***	***19,046***		***156,267***
Gonzales River Road - Bridge Replacement Project	3853	1,795,470	2,021,567	976,587	32,345,000	5,690,000			42,828,624
FHWA Caltrans		***1,660,060***	***1,789,693***	***864,572***	***27,727,596***	***4,293,705***			***36,335,626***
Measure X		***135,410***	***703***	***112,015***	***3,592,404***	***566,295***			***4,406,827***
Gas Tax			***231,171***		***36,704***	***30,969***			***298,844***
Unfunded					***1,025,000***	***840,000***			***1,865,000***
Hartnell Road - Bridge Replacement	3854	6,393,242	48,288	40,000	40,000	40,000			6,561,530
HBP		***4,917,647***							***4,917,647***
Measure X		***648,715***	***48,288***	***40,000***	***40,000***	***40,000***			***817,003***
Toll Credits		***826,880***							***826,880***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Countywide - Striping Program	3856		600,000	600,000	600,000	600,000	600,000	600,000	3,600,000
SB 1			***600,000***	***600,000***	***600,000***	***600,000***	***600,000***	***600,000***	***3,600,000***
Monte Road Bridge 135 - Paint Steel Girders	3857	291,217	237,299	2,102,384					2,630,900
BPMP			***210,080***	***1,861,241***					***2,071,321***
Measure X		***291,217***	***27,218***	***241,144***					***559,579***
Chualar Canyon Rd Four Bridges Replacement	3860	562,694			455,786	1,344,805	944,900		3,308,185
SB 1		***562,694***			***455,786***	***201,705***			***1,220,185***
Unfunded						***1,143,100***	***944,900***		***2,088,000***
Local Road Rehabilitation Program	4000			5,396,205	5,396,205	5,396,205	5,396,205	5,396,205	26,981,025
TOT				***5,396,205***	***5,396,205***	***5,396,205***	***5,396,205***	***5,396,205***	***26,981,025***
San Benancio Rd Resurfacing	450001		1,265,000						1,265,000
Measure AA			***1,265,000***						***1,265,000***
Dolan Road Reconstruction	450006		2,185,000						2,185,000
Measure AA			***2,185,000***						***2,185,000***
Community Road Maintenance Program	5101	1,602,000	1,602,000	1,602,000	1,602,000	1,602,000	1,602,000	1,602,000	11,214,000
TOT		***1,602,000***	***1,602,000***	***1,602,000***	***1,602,000***	***1,602,000***	***1,602,000***	***1,602,000***	***11,214,000***
Countywide - NPDES Streetsweeping	5900		180,000	180,000	180,000	180,000	180,000	180,000	1,080,000
SB 1			***180,000***	***180,000***	***180,000***	***180,000***	***180,000***	***180,000***	***1,080,000***
Palo Colorado - MP 4.0 to MP 7.8 Emergency	621071	1,355,259	710,412	9,020,900	6,214,000				17,300,571
Measure X		***1,355,259***	***710,412***	***89,900***					***2,155,571***
Unfunded				***8,931,000***	***6,214,000***				***15,145,000***
Viejo Road - Shoulder and Asphalt Repair	621095c	647,500	1,244,068						1,891,568
Measure X		***647,500***	***1,244,068***						***1,891,568***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Chualar Wastewater System Consolidation	8168	80,000	238,000	1,632,000	1,050,000	6,500,000	12,000,000	6,000,000	27,500,000
CSWB Grant Ph 1		***80,000***	***238,000***	***1,632,000***	***550,000***				***2,500,000***
CSWB Grant Ph 2 (Pending Application)					***500,000***	***6,500,000***	***12,000,000***	***6,000,000***	***25,000,000***
USDA Grant for Sewer Work in PCSD	8169			250,000	2,384,000	1,441,000			4,075,000
USDA Grant				***250,000***	***2,384,000***	***1,441,000***			***4,075,000***
CSA/CSD Water and Sewer Projects Using ARPA Funds	8815	3,413,735	200,000	486,265					4,100,000
ARPA Funding		***3,413,735***	***200,000***	***486,265***					***4,100,000***
Countywide - Proactive Drainage Maintenance & Flood Protection	8875			500,000	500,000	500,000	500,000	500,000	2,500,000
SB 1				***500,000***	***500,000***	***500,000***	***500,000***	***500,000***	***2,500,000***
Blackie Road Rehabilitation	PW 2020-3			800,000	6,300,000				7,100,000
SB 1				***400,000***	***3,150,000***				***3,550,000***
Measure X				***400,000***	***3,150,000***				***3,550,000***
G-12 Pajaro to Prunedale Corridor Study Project - Project Area 2	PW 2021-04			1,977,812					1,977,812
Unfunded				***1,977,812***					***1,977,812***
G-12 Pajaro to Prunedale Corridor Study Project - Project Area 3	PW 2021-05			1,951,375					1,951,375
Unfunded				***1,951,375***					***1,951,375***
G-12 Pajaro to Prunedale Corridor Study Project - Project Area 4	PW 2021-06			845,625					845,625
Unfunded				***845,625***					***845,625***
G-12 Pajaro to Prunedale Corridor Study Project - Project Area 5	PW 2021-07			3,929,062					3,929,062
Unfunded				***3,929,062***					***3,929,062***
Arroyo Seco Road Reconstruction	PW 2022-01								

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Harris Road Rehabilitation	PW 2022-04								
River Rd Reconstruction	PW 2024-02					80,000	5,409,000		5,489,000
SB 1						***40,000***	***2,704,500***		***2,744,500***
Measure X						***40,000***	***2,704,500***		***2,744,500***
Spence Rd Rehabilitation	PW 2024-07			650,000	4,500,500				5,150,500
SB 1				***325,000***	***2,250,250***				***2,575,250***
Measure X				***325,000***	***2,250,250***				***2,575,250***
Nashua Rd Rehabilitation	PW 2024-09						800,000	8,200,800	9,000,800
SB 1							***400,000***	***4,100,400***	***4,500,400***
Measure X							***400,000***	***4,100,400***	***4,500,400***
Reservation Rd Rehabilitation	PW 2024-12					160,000	963,000		1,123,000
SB 1						***80,000***	***481,500***		***561,500***
Measure X						***80,000***	***481,500***		***561,500***
Chualar River Rd Rehabilitation	PW 2024-13					640,000	3,681,000		4,321,000
SB 1						***320,000***	***1,840,500***		***2,160,500***
Measure X						***320,000***	***1,840,500***		***2,160,500***
Ocean Ave Rehabilitation	PW 2024-14		400,000						400,000
SB 1			***400,000***						***400,000***
Fort Romie Rd Rehabilitation	PW 2024-16					800,000	8,401,000		9,201,000
SB 1						***400,000***	***4,200,500***		***4,600,500***
Measure X						***400,000***	***4,200,500***		***4,600,500***
River Rd Rehabilitation	PW 2024-17						800,000	5,400,200	6,200,200
SB 1							***400,000***	***2,700,100***	***3,100,100***
Measure X							***400,000***	***2,700,100***	***3,100,100***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
San Lucas Drinking Water System	PW 2024-21		300,000	1,750,000	2,909,000	5,000,000	8,000,000	5,000,000	22,959,000
EPA Community Grant			***300,000***	***500,000***	***159,000***				***959,000***
State Drinking Water SRF				***1,250,000***	***2,750,000***				***4,000,000***
Unfunded						***5,000,000***	***8,000,000***	***5,000,000***	***18,000,000***
Salinas Road	PW 2025-10		302,000	1,509,000					1,811,000
Federal Earmark			***302,000***	***1,509,000***					***1,811,000***
CSA25 - Carmel Valley Golf & County Club: Storm Drain Repairs	PWFP 2025-06		29,000	165,680	194,500				389,180
Fund 062			***29,000***	***165,680***	***194,500***				***389,180***
PWFP – Public Works Engineering Total		$63,952,847	$41,575,408	$98,068,833	$105,911,654	$89,317,021	$56,132,151	$38,209,205	$493,167,119
Sheriff									
Jail Facilities ADA and Deferred Maintenance Program	SO 2025-01		1,353,452	5,945,767	2,993,434				10,292,653
Fund 478			***853,452***	***5,945,767***					***6,799,219***
RISK			***500,000***						***500,000***
Unfunded					***2,993,434***				***2,993,434***
Sheriff Total			$1,353,452	$5,945,767	$2,993,434				$10,292,653
Social Services									
Women's Shelter Building Repairs & Kitchen Upgrades	407400	1,020,859	397,957	1,858,132					3,276,948
Fund 478		***1,020,859***	***331,957***	***1,924,132***					***3,276,948***
Seaside Community Benefits Office Replacement - 1281 Broadway Ave Seaside	4096	3,176,292	200,000	1,100,000	600,000	400,000	300,000	67,884,071	73,660,363
Fund 478		***3,176,292***	***200,000***	***1,100,000***	***116,090***				***4,592,382***
Unfunded					***483,910***	***400,000***	***300,000***	***67,884,071***	***69,067,981***

Project Name	Project #	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Social Services Total		$4,197,151	$597,957	$2,958,132	$600,000	$400,000	$300,000	$67,884,071	$76,937,311

Project #: 4075
Project name: Electric Charging Stations at Various County Facilities
Project address: Countywide

Type	Equipment	**Department**	Administration
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	TBD
Contact	Cora Panturad, 831-755-5338	**Dept. Priority**	1

Description

This project is to install multiple EV charging stations across the County facilities to provide vehicle charging for County fleet, employees, and the public in certain scenarios. The Sustainability Program is engaging with multiple departments to site EV charging stations across the County with the goal to install at least 55 stations. These sites will likely require more extensive site preparation. Site readiness would typically be performed through JOC contractors with EV hardware and installation provided through cooperative contracts. Previously tracked as Project Admin 2021-01 EV.

Justification

The County Fleet and employee commute make up the two largest sources of emissions for County operations. To meet the goals of our Municipal Climate Action Plan and the targets of SB32, the County needs to electrify their fleet and encourage the use of electric vehicles by County staff. The County can save money by switching to electric and hybrid vehicles because the cost of fuel can be 60% less than the cost of fuel for a regular internal combustion engine vehicle, more than making up for the difference in vehicle price. Stations should be installed strategically to coordinate with other parking lot projects. Free EVCS hardware becomes available to the County annually, and the County can leverage tens of thousands of dollars of funding by taking advantage of these free hardware opportunities if installation can be funded.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

EV charging station site construction planned to be estimated and begin construction in FY 26/27. Construction will continue and complete in FY 26/27 to align with the grant term from the California Energy Commission.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$346,340					$346,340
Construction Management			$138,536					$138,536
Construction			$1,731,703					$1,731,703
Furniture, Fixes & Equipment			$554,145					$554,145
Contingency			$692,681					$692,681
Total			$3,463,405					$3,463,405

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
California Energy Commission Grant			$3,463,408					$3,463,408
Total			$3,463,408					$3,463,408

Project #: 8845
Project name: Salinas Ag Office Building Improvements - 1428 Abbott St Salinas
Project address: 1428 Abbott Street, Salinas

Type	New/Remodel	**Department**	Agricultural Commissioner
Funding Status	Planning & Design	**Project Phase**	Design/Planning
Useful Life	50 Years	**Fund**	404
Contact	Henry Esler/ 831-759-7381	**Dept. Priority**	TBD

Description

The project is to repair the Agricultural Center Conference Room and modify the existing building footprint of the Agricultural Commissioner's office (AC). The Agricultural Center Conference Room is used by the AC, the University of California Cooperative Extension (UCCE), other County departments, and community groups. The AC needs to add and/or modify workstations/offices and infrastructure within our existing building to accommodate operational needs. The separate scope of work under the project includes repairs to prevent water intrusion located at the Weights & Measures testing warehouse is being assessed by JOC contractors for potential fixes. Additional scopes of work include replacement of the EV charging station and required ADA parking stalls, repair of the Conference Room building fire riser, and repainting and replacing carpet within the administration office.

Justification

An engineering report and soil analysis concluded that due to dry conditions, the soil beneath the foundation is shrinking and causing structural damage. Extensive repairs are required to maintain the use of the facility. The continued use of this facility is critical to the mission of the Agricultural Commissioner and UCCE. Other County departments and other groups, such as TAMC, depend on the use of this facility. In addition, the ability to increase or decrease the number of workstations and/or storage areas and infrastructure within and around the main building necessary to maintain the varying needs of the department.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Identify, assess, and plan mitigation for soil conditions under the Agricultural Center Conference Room. Implement water-intrusion prevention for the Weights & Measures building (complete). Identify electric vehicle fleet needs and replace existing EV charging station and improve adjacent parking stalls. Repair fire riser at Conference Room Building (complete). Implement interior renovations (paint and carpet) within the administration building.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$9,075		$500,434		$220,616	$88,000		$818,125
Construction Management	$1,057		$454,940			$96,360		$552,357
Construction	$9,656	$209,254	$2,274,700			$880,000		$3,373,610
Other			$789,302					$789,302
Furniture, Fixes & Equipment			$50,000			$92,000		$142,000
Contingency			$454,940			$308,000		$762,940
Total	$19,788	$209,254	$4,524,316		$220,616	$1,464,360		$6,438,334

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Ag Commissioner Funding (Planned)	$19,788	$209,254	$1,811,018					$2,040,060
Unfunded			$2,713,298					$2,713,298
Total	$19,788	$209,254	$4,524,316					$4,753,358

Project #: 1802-2
Project name: General Repairs- 1270 Roof Maintenance Repair
Project address: 1270 Natividad Road, Salinas

Type	Preventative Maintenance	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	12

Description

The roof at 1270 Natividad Road, commissioned in 2009, has experienced normal wear and tear over its service life. A recent inspection by a certified roofing professional recommends resealing the roof to extend its useful life by an estimated 20 years. Performing this preventive maintenance now will help avoid accelerated deterioration and defer the significantly higher cost of a full roof replacement. This project ensures the County's continued investment in the facility is protected and maximizes the roof's service life in a cost-effective manner.

Justification

Resealing the roof at 1270 Natividad Road is a proactive measure to preserve the building's structural integrity and extend the roof's lifespan by an estimated 20 years. Addressing normal wear and tear now prevents accelerated deterioration, reduces the risk of leaks or damage to interior spaces, and avoids the significantly higher cost and operational disruption associated with a full roof replacement in the future.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Detailed Roof Assessment: Conduct a comprehensive inspection to confirm areas needing resealing, identify any underlying damage, and document roof conditions. Engage certified roofing professionals to validate recommendations and ensure compliance with County and building standards. Design and Specification Development: Develop detailed project plans, including materials selection, sealing methods, and work sequence. Prepare technical specifications and scope of work for contractors. Budgeting and Funding Approval: Finalize cost estimates based on inspection and design findings. RFP issued and construction to begin FY 26 27 and finish by 27 28

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$50,000	$15,000					$65,000
Construction Management			$20,000					$20,000
Construction			$200,000	$35,000				$235,000
Emergency Work			$20,000					$20,000
Other			$5,000	$10,000				$15,000
Contingency			$40,000	$55,000				$95,000
Total		$50,000	$300,000	$100,000				$450,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$50,000	$300,000	$100,000				$450,000
Total		$50,000	$300,000	$100,000				$450,000

Project #: 1802-3
Project name: 299 12th street General Repairs- Interior Paint Refresh
Project address: 299 12th Street, Marina

Type	Maintenance Backlog	**Department**	Health
Funding Status	Active	**Project Phase**	Bid/RFP
Useful Life	10 Years	**Fund**	
Contact	Chris LeVenton 755-4513	**Dept. Priority**	14

Description

The interior spaces at 299 12th Street are showing signs of wear, including scuffed walls, faded paint, and minor surface damage. This project will refresh the interior paint throughout the facility, improving appearance, protecting surfaces, and maintaining a professional and welcoming environment. The work will include preparation, painting, and any minor surface repairs necessary to ensure a long-lasting finish.

Justification

Over time, interior walls and surfaces naturally degrade due to daily use. Refreshing the paint now preserves the facility's interior, protects surfaces from further damage, and avoids higher costs associated with deferred maintenance or extensive wall repairs. This proactive approach maintains a safe, functional, and visually appealing environment for staff and visitors while maximizing the life of existing materials.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Planning, procuring cost estimates, start construction.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$20,000	$7,000	$4,000				$31,000
Construction		$200,000	$70,000	$40,000				$310,000
Furniture, Fixes & Equipment		$10,000	$8,000					$18,000
Contingency		$20,000	$15,000	$6,000				$41,000
Total		$250,000	$100,000	$50,000				$400,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$250,000	$100,000	$50,000				$400,000
Total		$250,000	$100,000	$50,000				$400,000

Project #: 1901
Project name: Relocate or Expand Alisal Family Health Center - 559 E Alisal St Salinas
Project address: 559 E. Alisal Street Salinas CA 93905

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Construction
Useful Life	20 YEARS	**Fund**	TBD
Contact	C. Le Venton - 755-4513	**Dept. Priority**	2

Description

Expand or relocate the Alisal Family Health Center (AFHC) to meet community services needs. The current leased building is outdated and needs updating to improve the quality of care and employee function. The structure needs upgrading to improve health and safety, and to maintain ADA accessibility. The limited square footage is not sufficient to meet patient demands resulting in longer wait times for appointments. This planned strategic expansion is particularly timely since we anticipate lasting lingering economic impact on our patient population as our community recovers from COVID. Health anticipates a significant increase in Medicaid enrollment and we need to be ready to meet the upcoming increase in demand for primary care.

Justification

The AFHC is a Federally Qualified Health Center (FQHC) clinic required to provide health care to medically underserved populations in the greater East Salinas area. Currently Alisal Health Center serves approximately 12,000 unique patients generating almost 38,000 patient visits. The Alisal Health Center current condition is affecting quality of care, employee function, and turnover. Alisal Health Center in its current configuration has no expansion capabilities to meet increased patient needs. While the facility has been well used, the building doesn't have enough exam rooms to accommodate the current patient load without longer than adequate wait-times. Other facilities issues include inability to open windows, flooring not compatible with recommended infection control practice, lack of an adequate waiting area, and extremely limited capacity to move workstations due to antiquated electrical and IT network systems. A well-equipped, optimal and safe clinical space is critical to attract and retrain mu

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project is under construction and anticipated to be completed by FY 2026 or rolled over to FY 26 27 as part of close out.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction		$598,225	$120,000					$718,225
Total		$598,225	$120,000					$718,225

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$598,225	$120,000					$718,225
Total		$598,225	$120,000					$718,225

Project #: 1903
Project name: Relocate/Expand Marina Family Health Center - 3155 De Forest Rd Marina
Project address: 3155 De Forest Rd Marina, 93933

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	TBD
Contact	C. Le Venton - 755-4513	**Dept. Priority**	3

Description

Expand or relocate Marina Health Center to better serve low-income residents of City of Marina adjacent service area. construct a new-14,000-square-foot clinic consisting of 10,000 Square Feet Primary Care Clinic and 4,000 Square Feet Dental Clinic. Primary Care Clinic will have 12 exam rooms, and office space to deliver expanded general family practice, obstetrics and gynecology, and mental health integration services to better support the Medi-Cal and uninsured population in this community. The Dental Clinic would meet a critical service need for our 8,000+ residents in addition to approximately 20,000 veteran residents. Construction estimate of $8.5 million is based on $608 per square foot calculation.

Justification

The Marina Clinic service area is zip code 93933. In this service area there are 8,906 residents who are low income (below 200 percent of the Federal Poverty Level [FPL]). Out of these Marina Health Clinic serves only 2,617 patients every year due to limited staffing and capacity restricted by lack of clinic space. This translates to a penetration rate of 30% leaving 70% of the low-income population without access to affordable primary and preventive care. The Marina Clinic is also designated as a Medically Underserved Area (MUA), Dental and Mental Health - Health Professional Shortage Area (HPSA). To better meet the needs of the city of Marina residents and surrounding areas, Monterey County needs to construct a new-14,000 square foot clinic consisting of 10,000 Square Feet Primary Care Clinic and 4,000 Square Feet Dental Clinic. Primary Care Clinic will have 12 exam rooms, and office space to deliver expanded general family practice, obstetrics and gynecology, and mental health integration services to bet

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete predevelopment and construction drawings to obtain a construction estimate for FY 27 28

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$260,000	$650,000	$12,940,000	$1,150,000			$15,000,000
Total		$260,000	$650,000	$12,940,000	$1,150,000			$15,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$260,000	$650,000	$3,590,000				$4,500,000
Lease Negotiations (TBD)				$9,350,000	$1,150,000			$10,500,000
Total		$260,000	$650,000	$12,940,000	$1,150,000			$15,000,000

Project #: 2101
Project name: Animal Services- 160 Hitchcock Rd Salinas- New Facility
Project address: 160 Hitchcock Road, Salinas

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	001
Contact	831-755-4513	**Dept. Priority**	16

Description

This project would design and build a separate public entrance area for the current spay/neuter clinic. In March of 2020, under a partnership with the City of Salinas, the Veterinary and RVT moved to full time status. Clinic staff have identified an increased capacity to offer spay/neuter services to the community on a regular basis. Current design requires clients to come through the shelter, requiring shelter staff assistance. A separate, standalone entrance to the clinic is a critical component to increase spay/neuter opportunities. Other possible expansion areas include: resizing existing recovery and prep spaces; Lobby/Clerical workspace increase; Field Services/dispatch office increase; additional dog kennel wing and 25 dog runs; remodel of cat rooms to accommodate minimum of 16 more cat cages; addition of separate public access for stray animal intake.

Justification

Current and possible animal services partnerships with the City of Salinas and other cities will require facility expansion in order to humanely house and care for an increased number of animals and related staffing and supplies. This project estimates an approximated 35% increase in animal housing capacity. Possible additional staffing needs with increased animal housing may include: 1.0 RVT, 1.0 Veterinary Assistant; 2.0 ACT; 2.0 OAII,1.0 Office Supervisor. Low cost spay/neutering is a much needed service within Monterey County. By having a standalone, front facing entrance for the clinic, spay/neuter opportunities are not dependent on having shelter staff accept animals in or expose owned pets to any diseases that stray animals may bring into the facility. It will allow for a more sterile, controlled environment that maximizes existing workflow efficiencies and procedures.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$87,914						$34,872,407	$34,960,321
Total	$87,914						$34,872,407	$34,960,321

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
General Fund Contribution	$87,914							$87,914
Unfunded							$34,872,407	$34,872,407
Total	$87,914						$34,872,407	$34,960,321

Project #: 2204
Project name: Salinas Clinic Services - Same Day Clinic
Project address: Salinas

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	001
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	8

Description

To construct a new primary Care Clinic- in Salinas by entering build-to-suit (construction on the improved property). The Health Center will be approximately 8,000 square feet consisting of 12-15 exam rooms, a conference room, a patient education area, a patient waiting area, ADA compliant patient and staff restrooms.

Justification

Clinic Services Bureau has seven clinics in Salinas Service Area. The Salinas Service Area consists of six zip codes (93905,93906,93901,93912,93915 and 93908) from which 26,000 low-income residents call these seven clinics as their primary medical home for them and their families. As result of COVID Pandemic there has been increase in demand for preventive primary care services in our service area. In addition, our existing physician patient panels have been full for all our providers since last 12 months resulting in lack of access to new patients including same day access for our existing patients. This has been evident to us by the fact that the next available appointment for NEW patients in these clinics is not available for less than 4 months in future. This lack of critical access to primary care has led to our residents postponing preventive care, seeking expensive care at urgent cares or emergency departments- neither of these options are good medical care. The proposed addition of new clinic location in North Salinas will create much needed access point to more than 6,000 additional low-income residents.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Clinic Services is currently in the initial stages of lease negotiation to secure a shell suite in North Salinas. Upon securing the suite Clinic Services intends to negotiate build to a suite construction on improved property. The project is fully/ partially funded.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$100,000	$1,009,280				$1,109,280
Construction Management				$1,009,280				$1,009,280
Construction				$5,046,400				$5,046,400
Furniture, Fixes & Equipment				$800,000				$800,000
Contingency				$290,000				$290,000
Total			$100,000	$8,154,960				$8,254,960

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fee for Services			$100,000					$100,000
Unfunded				$8,154,960				$8,154,960
Total			$100,000	$8,154,960				$8,254,960

Project #: 2205
Project name: Public Health Laboratory Upgrades (Unidirectional Workflow)
Project address: 1270 Natividad Road, Salinas

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	TBD
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	12

Description

Laboratory is requesting to construct a Unidirectional Workflow inside the lab for specimen testing and safety. This project involves construction of walls, new plumbing, electrical, airflow testing and installing new laboratory equipment. Epidemiology and Laboratory Capacity for Infectious Diseases Cooperative Agreement (ELC) funding is pending. ELC provides crosscutting and disease-specific funding support for public health laboratories through the CDC.

Justification

The Monterey County Public Health Laboratory requests approval for renovations of molecular testing areas for compliance with CLIA regulations. Molecular testing such as COVID-19 PCR requires separate areas in the laboratory to be designated for each phase of the testing process to achieve unidirectional workflow.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

At present, a grant is being sought for the requested funding of $150k. Funding for fiscal year 23-24 has already been awarded by CIC. We are currently in a holding pattern, waiting to determine if the grantor will provide the necessary funds before utilizing the allocation from CIC. Once confirmation is received, either through the grant or CIC awards, the project can commence.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental							$19,456	$19,456
Construction Management							$9,728	$9,728
Construction							$97,280	$97,280
Furniture, Fixes & Equipment							$25,000	$25,000
Contingency							$19,801	$19,801
Total							$171,265	$171,265

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
ELC SUP							$19,456	$19,456
Fund 478							$151,809	$151,809
Total							$171,265	$171,265

Project #: 2404
Project name: Homeless Services- Feasibility Study
Project address: 1220 Natividad Road, Salinas

Type	Planning/Development	**Department**	Health
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	TBD
Contact	C. Le Venton - 755-4513	**Dept. Priority**	11

Description

Conduct a feasibility study at the existing County Facilities located at 1220 Natividad Road. The study will encompass an analysis of the current footprint, setbacks, and potential for a new facility at this location. This comprehensive assessment will involve engaging with an architect to conduct the study and deliver a detailed report outlining the possibilities and recommendations for development at the specified site.

Justification

In response to homelessness, Behavioral Health Bureau is looking to assess exisiting facilty at 1220 Natividad road and assess this feasiblity of this facility and how it can be repurposled. the location is close to the share center which is for homeless and this new site if feasiblyt will provide an ongoing environment in addressing homeless needs.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

In response to the homelessness issue, the Behavioral Health Bureau aims to evaluate the existing facility at 1220 Natividad Road and assess its feasibility for repurposing. The proximity of this location to the Share Center, dedicated to serving the homeless, makes it an ideal site for addressing ongoing homeless needs. This assessment seeks to justify the potential repurposing of the facility as a means to enhance efforts in meeting the needs of the homeless population.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$60,000	$180,000				$240,000
Total			$60,000	$180,000				$240,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department			$60,000					$60,000
Unfunded				$180,000				$180,000
Total			$60,000	$180,000				$240,000

Project #: 2501
Project name: Health Admin Building EV Chargers Project
Project address: 1270 Natividad Road, Salinas

Type	Energy Efficiency	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	6

Description

This project involves the installation of multiple electric vehicle (EV) chargers at 1270 Natividad Road to support the growing demand for EV charging infrastructure. Installation of EV chargers in designated parking spaces. Electrical upgrades and necessary infrastructure to support the new charging units, including circuit installations and potential panel upgrades. Placement of clear signage for parking and usage instructions, ensuring compliance with local regulations and safety standards. The installation will be conducted in phases to minimize disruption to normal parking lot operations. This project will help promote sustainability by encouraging the adoption of electric vehicles and providing convenient charging options.

Justification

The installation of multiple EV chargers at 1270 Natividad Road is essential to meet the growing demand for electric vehicle (EV) charging infrastructure and to support the organization's sustainability goals. As electric vehicle adoption continues to increase, providing accessible charging options will: Support Sustainability Efforts: Installing EV chargers aligns with the organization's commitment to sustainability by promoting the use of electric vehicles and reducing the carbon footprint of employees and visitors. Enhance Employee and Visitor Convenience: Providing charging stations will improve convenience for employees and visitors who own electric vehicles, promoting a greener and more efficient commuting option. By investing in this infrastructure, the project will contribute to a more sustainable, efficient, and forward-thinking environment at 1270 Natividad Road. Support County Vehicles Transitioning to EVs: Several county vehicles would like to transition to electric models as part of sustainability initiatives, but currently, there is no accessible charging infrastructure at the site. Installing EV chargers would provide the necessary facilities to support the county's fleet transition and ensure that vehicles are properly maintained and charged.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Start Design Services FY 26. Permit Ready, start construction and complete project FY 26 27

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$175,000	$10,000					$185,000
Right Of Way/Utilities			$30,000					$30,000
Construction Management			$92,240					$92,240
Construction			$922,400					$922,400
Emergency Work			$20,000					$20,000
Other			$17,760					$17,760
Furniture, Fixes & Equipment			$400,000					$400,000
Contingency			$803,600					$803,600
Total		$175,000	$2,296,000					$2,471,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$175,000	$2,296,000					$2,471,000
Total		$175,000	$2,296,000					$2,471,000

Project #: 2502
Project name: 331 Sanborn- EV Chargers Project
Project address: 331 North Sanborn Road

Type	Energy Efficiency	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	11

Description

This project involves expanding the electric vehicle (EV) chargers at 331 Natividad Road to support the growing demand for EV charging infrastructure. Installation of EV chargers in designated parking spaces. Electrical upgrades and necessary infrastructure to support the new charging units, including circuit installations and potential panel upgrades. Placement of clear signage for parking and usage instructions, ensuring compliance with local regulations and safety standards. The installation will be conducted in phases to minimize disruption to normal parking Jot operations. This project will help promote sustainability by encouraging the adoption of electric vehicles and providing convenient charging options.

Justification

The installation of multiple EV chargers at 331 Sanborn Road, Salinas, CA 93905 is essential to meet the growing demand for electric vehicle (EV) charging infrastructure and to support the organization's sustainability goals. As electric vehicle adoption continues to increase, providing accessible charging options will: Support Sustainability Efforts: Installing EV chargers aligns with the organization's commitment to sustainability by promoting the use of electric vehicles and reducing the carbon footprint of employees and visitors. Enhance Employee and Visitor Convenience: Providing charging stations will improve convenience for employees and visitors who own electric vehicles, promoting a greener and more efficient commuting option. By investing in this infrastructure, the project will contribute to a more sustainable, efficient, and forward-thinking environment at 331 Sanborn Road. Support County Vehicles Transitioning to EVs: Several county vehicles would like to transition to electric models as part of sustainability initiatives, but currently, there is no accessible charging infrastructure at the site. Installing EV chargers would provide the necessary facilities to support the county's fleet transition and ensure that vehicles are properly maintained and charged.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete project in all phases from planning to construction and close out FY 26 27

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$80,000					$80,000
Construction Management			$20,000					$20,000
Construction			$200,000					$200,000
Furniture, Fixes & Equipment			$150,000					$150,000
Contingency			$50,000					$50,000
Total			$500,000					$500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds			$500,000					$500,000
Total			$500,000					$500,000

Project #: 2504
Project name: Lab HVAC PROJECT (Replace Exhaust Fans and Install New Mini Splitter)
Project address: 1270 Natividad Road, Salinas

Type	Equipment	**Department**	Health
Funding Status	Active	**Project Phase**	Construction
Useful Life	10 Years	**Fund**	
Contact	Chris Le-Venton 755-4513	**Dept. Priority**	1

Description

Previous Project name: Replace Laboratory Exhaust Fans Project to Lab HVAC PROJECT (Replace Exhaust Fans and Install New Mini Splitter. This project involves the replacement of existing laboratory exhaust fans to improve air quality, ventilation efficiency, and compliance with safety regulations. The current fans have reached the end of their operational lifespan and no longer meet the required performance standards. The new fans will be selected based on optimal airflow capacity, energy efficiency, and noise reduction to enhance the overall functionality of the laboratory environment. The scope includes the removal of outdated equipment, installation of upgraded exhaust fans, and any necessary modifications to ductwork and electrical systems. The project aims to ensure that the laboratory meets updated air handling standards and provides a safe and comfortable workspace for all personnel.

Justification

The existing laboratory exhaust fans have reached the end of their service life and are no longer operating at optimal efficiency. Continued use of these outdated fans poses potential risks to both safety and air quality in the laboratory, as they fail to maintain the necessary airflow and ventilation standards required for a controlled environment. In addition, these fans are energy-inefficient and costly to maintain, contributing to higher operational expenses. Replacing the fans with modern, energy-efficient models will ensure compliance with safety regulations, improve air quality, and reduce energy consumption, ultimately enhancing the overall functionality and safety of the laboratory. This upgrade is essential to provide a safe, comfortable, and efficient workspace for staff and to maintain compliance with current environmental and safety standards.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete Construction and close out by Current FY 2026.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$159,521	$3,122					$162,643
Construction		$1,435,694	$28,104					$1,463,798
Total		$1,595,215	$31,226					$1,626,441

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$1,595,215	$31,226					$1,626,441
Total		$1,595,215	$31,226					$1,626,441

Project #: 4071
Project name: Health Animal Services: Replace HVAC System - 160 Hitchcock Rd Salinas
Project address: 160 Hitchcock Road, Salinas

Type	Maintenance Backlog	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	TBD
Contact	Chris LeVenton 755-4513	**Dept. Priority**	1

Description

The Animal Services facility at 160 Hitchcock Road in Salinas currently has 7 HVAC units that are approximately 22 years old. Their age is such there are no parts available for repair and all show significant signs of erosion and wear. These units are considered specialty units due to the fact they run off of propane, which is the power source for Animal Services. They often have a long lead time so it is a concern that these units can be procured in a timely manner, before extreme weather and before more units expire completely. These units are needed to maintain the comfort of both the humans and animals in the facility seven days a week. Previously tracked in CIP as Project 1803-2

Justification

Without funding from this request, MC Animal Services will not be able to replace the aging HVAC system. If not replaced and failure occurs, it will result in employee, animal and/or customer dissatisfaction as well as some operations having to cease. Some animals and/or employees may have to be relocated elsewhere if the environments are not able to have adequate temperature controls. Cost estimate was based on estimate for 299 12th street estimate from 2020 and sized to match footprint of Animal Services.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project required additional time due to extremely long lead times. As a result of changing to energy-efficient HVAC units to reduce emissions, the functionality of heating for the animal spaces required additional design and scope to be completed by FY 25/26.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$59,650	$153,062	$68,615					$281,327
Construction Management	$5,429	$124,518	$58,434					$188,381
Construction	$79,315	$659,765	$887,599					$1,626,679
Furniture, Fixes & Equipment		$5,972						$5,972
Total	$144,394	$943,317	$1,014,648					$2,102,359

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fee Services	$84,580							$84,580
Fund 478 - BIR	$59,814	$943,317	$1,014,648					$2,017,779
Total	$144,394	$943,317	$1,014,648					$2,102,359

Project #: HD 1802-3
Project name: 1270 Natividad – Interior Wall Repair and Repainting
Project address: 1270 Natividad Road, Salinas

Type	Maintenance Backlog	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	5-10 Years	**Fund**	TBD
Contact	Chris LeVenton 755-4513	**Dept. Priority**	13

Description

This project consists of interior wall patching, surface preparation, and repainting at the Health Department facility located at 1270 Natividad. The project may also include limited incidental repairs and minor adjustments to support restoration activities and maintain functional workspace configurations. The work is an extension of Project 1802-1, General Repairs, originally commissioned in 2009, and addresses accumulated interior wear resulting from ongoing operational changes over the life of the building.

Justification

This project is an extension of Project 1802-1, 1270 Natividad General Repairs, originally commissioned by the Health Department in 2009. Over approximately 17 years of operation, the building has undergone multiple furniture replacements to meet evolving ergonomic standards, as well as the replacement of outdated equipment. These changes have required frequent reconfiguration of interior spaces, resulting in wall damage from activities such as mounting and removing televisions, removal of system furniture anchored to walls for stability, and the temporary removal of furniture to support separate projects, including water intrusion remediation. As a result of ongoing furniture reconfigurations and general wear since the building's commissioning, several wall surfaces are now in need of refresh and improvement. While limited repair work is anticipated in Calendar Year End (CYE) 2025, the majority of wall patching and painting restoration is projected for Fiscal Years 2026–2027.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

FY 2026 Goals Complete detailed assessment of interior wall conditions throughout the facility Finalize scope of work for wall patching, surface preparation, and repainting Develop cost estimates and secure funding authorization Coordinate work sequencing with building operations to minimize disruption Begin priority patching and repainting in high-use and most visibly impacted areas FY 2027 Goals Complete remaining wall patching and surface repairs throughout the building Perform full interior repainting in remaining offices, corridors, and common areas Ensure consistency of finishes and compliance with Health Department standards Conduct final inspections and address punch-list items Achieve project closeout with restored, uniform, and maintainable interior wall conditions

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$6,000	$20,150					$26,150
Construction		$60,000	$201,500					$261,500
Contingency		$20,831	$88,350					$109,181
Total		$86,831	$310,000					$396,831

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$86,831	$310,000					$396,831
Total		$86,831	$310,000					$396,831

Project #: HD 2302
Project name: HD Modular Storage Project
Project address: 1270 Natividad Road, Salinas

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	TBD
Contact	C. Le Venton - 755-4513	**Dept. Priority**	5

Description

Focused on installation of new 3000 sq. ft., modular storage facility for various pieces of laboratory equipment. Unit requirements: Temperature controlled, security, fire, and electrical connections. Modular landing is currently being investigated as well as transfer of trash enclosure to alternate location. Replaced Title from Lab Modular storage to HD Modular Storage.

Justification

Due to the pandemic, the Health Department administration has surpassed its staffing capacity, requiring an expansion of its current facilities. Consequently, conference rooms and various areas within the headquarters have been repurposed to accommodate additional staff. This growth has also necessitated the laboratory within the headquarters to augment its supply storage. The proximity required for these supplies is the primary reason for establishing modular storage adjacent to the Health Department headquarters.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete the design phase to permit ready and start construction 26 27

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$180,000						$180,000
Construction Management			$123,044					$123,044
Construction			$1,230,443					$1,230,443
Furniture, Fixes & Equipment			$151,588					$151,588
Contingency			$810,425					$810,425
Total		$180,000	$2,315,500					$2,495,500

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$180,000	$2,315,500					$2,495,500
Total		$180,000	$2,315,500					$2,495,500

Project #: HD 2401
Project name: Recuperative Care Project
Project address: 845 E. Laurel Drive, Salinas

Type	New/Remodel	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life		**Fund**	001
Contact	C. Le Venton - 755-4513	**Dept. Priority**	3

Description

In response to the growing need for supportive sheltering for individuals experiencing homelessness while recovering from illness or hospital stays, the project aims to develop a community of 30 non-congregate modular units, each consisting of a single restroom and a single bed. These units are designed to create a supportive and healing environment for individuals on their journey to recovery while offering them an opportunity to get on a path towards permanent housing.

Justification

Our unhoused residents do not have a safe and secure place to recover after a hospital stay and no longer meet medical necessity to be hospitalized. Creating a recuperative center would provide these individuals a clean, safe, and secure place to fully recover from their hospital stay.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

1. Conduct an assessment near the Share Center located at 845 E. Laurel Drive, Salinas, CA 93906, to determine the feasibility of installing 30 individual homes. 2. Obtain costs for these types of homes and refine the CIP as information becomes available. The rough estimated assembly cost for each home is $60k, totaling $300k. 3. Issue a Request for Proposals (RFP) for the installation of 30 homes at Share Center. 4. Issue a Notice to Proceed if the proposal meets the budget.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$2,305	$100,000	$140,705	$952,305				$1,195,315
Right Of Way/Utilities				$500,000				$500,000
Construction Management				$786,144				$786,144
Construction				$7,861,442				$7,861,442
Other				$500,000				$500,000
Furniture, Fixes & Equipment				$335,620				$335,620
Contingency				$3,844,122				$3,844,122
Total	$2,305	$100,000	$140,705	$14,779,633				$15,022,643

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department FY 23	$2,305	$47,695						$50,000
Health Department FY 24		$52,305	$140,705					$193,010
Unfunded				$14,779,633				$14,779,633
Total	$2,305	$100,000	$140,705	$14,779,633				$15,022,643

Project #: HD-1801-2
Project name: General Repairs- 299 General Repairs- Roof Tile Replacement
Project address: 299 12th Street, Marina

Type	Maintenance Backlog	**Department**	Health
Funding Status	Active	**Project Phase**	Not Started
Useful Life		**Fund**	
Contact	Chris LeVenton 755-4513	**Dept. Priority**	13

Description

The clay tile roof at 299 12th Street has experienced normal wear and tear over its service life and currently exhibits significant areas that may require partial tile replacement. This project will address the damaged sections of the roof to maintain its structural integrity and protect the building from water intrusion and other damage. Completing these repairs now will help prevent accelerated deterioration and avoid the much higher cost of a full roof replacement in the future.

Justification

The clay tile roof has areas of damage that, if left unaddressed, could compromise the building's structure and lead to water intrusion, impacting facility operations. By repairing the damaged tiles as needed, the County can extend the roof's lifespan, prevent costly emergency repairs, and defer a full roof replacement. This approach protects County assets in a cost-effective and sustainable manner while minimizing disruption to building operations.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

The goal of this project is to complete all necessary repairs to the clay tile roof at 299 12th Street, Marina, within FY 26 27 but may extend depending on several unknown factors. This includes assessing and identifying damaged tiles, procuring materials and contractors, replacing all damaged tiles, and ensuring the roof is restored to full structural integrity. The project will be completed in a safe, efficient, and environmentally responsible manner, extending the roof's lifespan and protecting the building from water intrusion.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$150,000					$150,000
Construction Management				$20,000				$20,000
Construction				$200,000				$200,000
Emergency Work				$30,000				$30,000
Contingency				$100,000				$100,000
Total			$150,000	$350,000				$500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds			$150,000	$350,000				$500,000
Total			$150,000	$350,000				$500,000

Project #: HD-2601
Project name: 1156 Fremont Blvd – General Repairs and Systems Upgrades
Project address: 1156 Fremont Blvd, Seaside, CA 93955

Type	Maintenance Backlog	**Department**	Health
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	
Contact	Chris LeVenton 755-4513	**Dept. Priority**	8

Description

This project implements targeted capital improvements to the Health Department facility commissioned in 2017. Work includes upgrading security systems, patching and repainting interior walls, improving HVAC controls, and addressing isolated water intrusion. These improvements enhance safety, functionality, and long-term value while supporting a secure and comfortable environment for occupants.

Justification

This project addresses ongoing improvements to this building located at 1156 Fremont Blvd., Seaside CA 93955, commissioned in November 2017. Over time, building systems, interior finishes, and safety equipment have experienced normal wear and operational aging. Proactively addressing these areas supports occupant health, safety, and comfort, while preserving the facility's long-term value and operational efficiency. Planned improvements include: Safety and security enhancements: Upgrading card readers and security cameras to strengthen controlled access and monitoring capabilities. Interior finish restoration: Patching and repainting walls to maintain a professional appearance and extend the lifespan of finishes. HVAC system optimization: Upgrading control systems to improve climate management, energy efficiency, and occupant comfort. Water intrusion mitigation: Addressing isolated leaks, whether originating from interior or exterior sources, to prevent structural damage and protect building integrity. By implementing these capital improvements, the facility will continue to meet evolving operational needs and safety standards, reduce long-term maintenance costs, and ensure a functional, secure, and welcoming environment for all occupants.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Facility Assessment Conduct a comprehensive evaluation of interior finishes, building systems, and safety/security equipment to document current conditions. Identify areas of wear, damage, or inefficiency, including walls, HVAC, water intrusion, and security systems. Planning and Design Develop detailed scope of work for repairs, patching, painting, HVAC upgrades, and safety/security enhancements. Establish priorities for repairs based on safety, operational needs, and long-term cost efficiency. Initial Repairs and Upgrades Begin addressing the most critical safety and security needs, such as card readers and cameras. Perform preliminary patching and painting in high-use or visibly worn areas. Address any urgent water intrusion issues that could impact building integrity.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$50,000						$50,000
Construction Management		$10,000	$15,000					$25,000
Construction		$100,000	$150,000	$50,000				$300,000
Emergency Work		$40,000						$40,000
Other				$25,000				$25,000
Contingency		$100,000	$35,000	$25,000				$160,000
Total		$300,000	$200,000	$100,000				$600,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Health Department Funds		$300,000	$200,000	$100,000				$600,000
Total		$300,000	$200,000	$100,000				$600,000

Project #: 7200
Project name: Carmel River Floodplain Restoration (CRFREE)
Project address: SR-1, Carmel by the Sea, CA 93923

Type	Storm Water	**Department**	Housing and Community Development
Funding Status	Active	**Project Phase**	Permitting
Useful Life	50 Years	**Fund**	404
Contact	S. Carroll - 831-784-5643	**Dept. Priority**	1

Description

The Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (Project) is a comprehensive effort to improve flood control and restore native riparian habitat, floodplain habitat, and hydrologic function to a portion of the lower floodplain along the Carmel River. Key aspects of the project are to: 1) Create notches in the levees along the south bank of the lower Carmel River, 2) Restore the south lower Carmel River floodplain, and 3) Build a causeway under Highway 1, connecting the south lower Carmel River Floodplain with the south arm of the Carmel Lagoon. The project is reported in this CIP under Housing and Community Development for general planning purposes with construction with construction implementation managed under PWFP. Specific roles and responsibilities are coordinated between the two departments internally. This project is funded through the following grant programs: Wildlife Conservation Board, National Fish and Wildlife Foundation, Dept. of Water Resources Flood Corridor, Coastal Flood and Urban Streams grant programs, California State Coastal Conservancy. Funding from the FEMA/Cal OES Hazard Mitigation Program is pending a decision from FEMA, expected in 2025.

Justification

The lower reach of the Carmel River Basin was the site of multiple expensive and severe flooding incidents in 1995 and 1998. Funding comes from state and federal grants supporting reducing repetitive flood damage loss and environmental restoration. The project has a very significant habitat restoration component, which includes reverting existing levee farm fields to non-levee riparian and floodplain habitat and providing habitat continuity from the previously restored lands on the west side of the highway to the proposed restoration area to the east of the highway.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Final EIR was certified by the Monterey County Board of Supervisors in January 2020. The Board of Supervisors approved the CRFREE Project in June 2021. The Project is currently in the final design, permitting, and right of way coordination phase, and waiting to begin pending a decision from FEMA on funding the Hazard Mitigation Grant.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$3,156,807	$348,095	$100,000	$100,000	$100,000			$3,804,902
Right Of Way/Utilities			$2,400,000					$2,400,000
Construction Management		$100,000	$400,000	$400,000	$300,000	$100,000		$1,300,000
Construction			$15,000,000	$18,488,572	$13,488,572			$46,977,144
Total	$3,156,807	$448,095	$17,900,000	$18,988,572	$13,888,572	$100,000		$54,482,046

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Grant Funding (Multiple)	$3,156,807	$448,095	$17,900,000	$18,988,572	$13,888,572	$100,000		$54,482,046
Total	$3,156,807	$448,095	$17,900,000	$18,988,572	$13,888,572	$100,000		$54,482,046

Project #: 1930-NGEN-24-01
Project name: NGEN L3Harris Core Upgrade (Countywide) & Greenfield Site Buildout
Project address: 1590 Moffett Street, Salinas

Type	Information Technology	**Department**	Information Technology
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	405
Contact	Thomas Montoya 831-796-6433	**Dept. Priority**	

Description

The NGEN Upgrade project is a major hardware and software upgrade to current L3Harris system release configurations. This project will include the equipment and services needed to upgrade primary and secondary virtual core components, an upgrade of all radio frequency software, current security hardware and software components with upgraded operating system, upgraded dispatch console software, additional dispatch consoles, and phone system integration to the dispatch consoles. An additional site at Greenfield will be constructed as part of the vendor L3Harris' mobilization and fully funded by a grant received and managed by the City of Greenfield.

Justification

Without this upgrade, the operating systems and hardware components are reaching end of life and end of support which exposes this critical public safety communications system to component failure risk as well as network security vulnerabilities that can be exploited. Additionally, maintenance of out-of-date software and hardware is increasingly difficult.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project commenced in FY24-25. NGEN Executive Board approved a 5-year NGEN Capital Fee collection on 2.22.24 commencing FY24-25 and have further approved maintaining the fee on 2.13.25 through FY25-26 which is subject to BOS approval. The County of Monterey and City of Greenfield have entered into an MOU to facilitate the buildout of the Greenfield site during L3Harris' mobilization for the Core Upgrade. The project share of cost is allocated as 77% for the County of Monterey (NGEN Capital Fee) and 23% for the City of Greenfield.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other	$54,722	$273,610	$241,991					$570,323
Furniture, Fixes & Equipment	$183,200	$1,123,169	$821,249					$2,127,618
Total	$237,922	$1,396,779	$1,063,240					$2,697,941

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
City of Greenfield Grant	$54,722	$273,610	$241,991					$570,323
NGEN Capital Fee Fund 405	$183,200							$183,200
NGEN Capital Fee Fund 405 (BOS Approved; NGEN Exec Board Approved 2.13.25)		$1,123,169						$1,123,169
NGEN Capital Fee Fund 405 (Pending BOS Approval; NGEN Exec Board Approved 2.18.26)			$821,249					$821,249
Total	$237,922	$1,396,779	$1,063,240					$2,697,941

Project #: 1930-NGEN-24-04
Project name: NGEN Motorola SmartConnect LTE Integration
Project address: 1590 Moffett Street, Salinas

Type	Equipment	**Department**	Information Technology
Funding Status	Planning & Design	**Project Phase**	Not Started
Useful Life	10 Years	**Fund**	405
Contact	Thomas Montoya 831-796-6433	**Dept. Priority**	

Description

The NGEN system has serious County-wide in-building coverage issues, and outdoor coverage gaps around unincorporated areas including north Salinas, Bolsa Knolls, Prunedale, Pajaro, San Benancio, Carmel Valley Village, Green Bridge, King City, Bryson, San Ardo Oil field, and Big Sur areas. This project will implement Motorola SmartConnect, which will provide seamlessly switching between NGEN system and broadband network including LTE cellular networks and WiFi, for supported Motorola mobiles and portables. It will help areas where there is LTE coverage by FirstNet or other providers, and where LMR coverage is poor or non-existent. First responders will be able to maintain critical LMR features with improved in-building and outdoor coverage.

Justification

The NGEN system will not be operating effectively due to lack of coverage which can lead to officer safety issues. Public safety communications will be greatly enhanced with the expanded coverage and extra system resilience introduced. This system implementation is a newer technology that will be integrated with the the existing NGEN system and provides an opportunity for better interoperability with State, Federal, and other mutual aid partners using the Nationwide FirstNet System comprised of thousands of AT&T LTE towers.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Future year CIP project will commence and be substantially completed in initial year.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment							$750,000	$750,000
Total							$750,000	$750,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NGEN Capital Fee Fund 405 (Pending NGEN Ops Recommendation to Exec Board)							$750,000	$750,000
Total							$750,000	$750,000

Project #: 411200
Project name: East Garrison Library
Project address: East Garrison

Type	New/Remodel	**Department**	Library
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 years	**Fund**	
Contact	Andrei Petrutiu (755-4986)	**Dept. Priority**	2

Description

Planning, design and construction of a new library facility in East Garrison. Current planning is for a stand-alone branch building of roughly 4,000 square feet, with a community room and Sheriff substation. Interior furniture, fixtures and equipment (FF&E) for the future East Garrison Library includes all staff and public furniture, all library shelving, and all library technology (connectivity, wireless, public and staff computers, telephones and other branch systems). This also includes signage, an "opening day" materials collection, and interior finishes. Planning has begun for services in this community. This project estimate is based on that size estimate and recent projects. As this is a new facility, there are no elements that can be moved from an existing facility, service will have to be established from scratch. This project anticipates a mixture of developer and tax increment funding for construction, and is not expected to have an impact on the County General Fund.

Justification

The Community of East Garrison has a public library facility in the plan for Phase 3. The community is actively interested in and vested in bringing a branch library to completion in their community.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project is in the schematic design phase. PWFP, Library and HCD staff are working in collaboration with the project architect. The schematic design and design development phases will be completed in the first year of the CIP. Revised site plan and floor plans provided by architect and discussed during by weekly meetings by team. Project schedule reviewed with architect's team on 05/16/2024. DD on the way. Working on DRC submittal documentation. DRC scheduled for mid-July 2024. Project to roll over to FY 2025. Submitted documentation for design review and approval. Architect to perform plan check revision for DRB. Funds rolled over to FY24, new DO. HCD contacted for budget status/review. New RSA with HCD and new DO with architect for CD-CA phase. Updated budget per HCD to cover current fiscal year. WRD to continue w/CD's. EG Community second meeting scheduled for 01/29/2025. Construction documents completed by end of May, building permit application submitted in June 2025, building permit completed in February 2026. CM consultant selection and proposal received in January/February 2026. The board report processing and documentation submitted for review in the last week of February. Bid process expected to start in the last week of March 2026 and complete by end of May 2026. The construction phase is estimated start in the first week of August 2026 and to complete in December 2027.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$239,100	$508,144						$747,244
Right Of Way/Utilities			$123,966					$123,966
Construction Management		$115,584	$800,000	$112,439				$1,028,023
Construction			$6,437,977	$1,000,000				$7,437,977
Other	$42,779	$40,000	$40,000					$122,779
Contingency			$1,000,000	$227,903				$1,227,903
Total	$281,879	$663,728	$8,401,943	$1,340,342				$10,687,892

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance		$130,105						$130,105
Ft. Ord Successor Agency	$125,000	$3,380,383	$4,750,820					$8,256,203
Developer Funding	$845,845	$154,155	$1,301,584					$2,301,584
Total	$970,845	$3,664,643	$6,052,404					$10,687,892

Project #: L-1603
Project name: New Bradley Library and Resiliency Center Project
Project address: 65607 Dixie Street, Bradley CA

Type	New/Remodel	**Department**	Library
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	404
Contact	C. Ricker 883-7567	**Dept. Priority**	TBD

Description

The County Board of Supervisors allocated $200,000 to investigate the feasibility of acquiring a new site for a replacement Bradley Library. The school is very interested in working with the Library to support the creation of a replacement facility which will serve the residents and students of Bradley. FY22/23 Feasibility completed. FY23/24 Budget is based on preliminary construction estimates conducted during the feasibility stage including, real estate acquisition, design and construction. Project previously reported in the CIP as "New Bradley Branch Library Feasibility Study & Future Development"

Justification

Bradley is a remote community far from all County services. There is a strong need for library services. The library serves the community as well as the local elementary school. Since the library lost its rented facility during FY 2016-17, the bookmobile has been used to provide service once a week to the local school and community as a temporary solution. However, the distance of Bradley from the larger libraries, makes it difficult and highly inefficient to serve this community through bookmobile services. The community and the school have expressed a strong desire to have a new library built in the community. No rental locations are available suitable for a library, and constructing a facility is the most feasible option at this time.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Design Development to be completed by March 2025 and Construction Documents/Plan Set completion by June 2025. Continue property acquisition process through FY 24/25.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$289,922	$392,931	$613,183					$1,296,036
Right Of Way/Utilities			$50,000					$50,000
Construction Management		$62,479	$832,049					$894,528
Construction		$49,589	$3,754,848					$3,804,437
Other	$10,893		$12,500					$23,393
Furniture, Fixes & Equipment			$80,000	$920,000				$1,000,000
Contingency			$950,330					$950,330
Total	$300,815	$504,999	$6,292,910	$920,000				$8,018,724

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 404	$59,016	$140,984						$200,000
Fund 478	$138,970	$334,821	$112,251					$586,042
Library Fund Balance			$80,000	$1,200,000				$1,280,000
Fund 478			$5,246,031					$5,246,031
Unfunded				$706,652				$706,652
Total	$197,986	$475,805	$5,438,282	$1,906,652				$8,018,725

Project #: L-1604
Project name: Gonzales Community Center & Library
Project address: 401 Gabalan Court Gonzales

Type	Equipment	**Department**	Library
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 years	**Fund**	003
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	1

Description

The City of Gonzales is constructing a new Community Center which will house the Gonzales Branch Library, operated by Monterey County Free Libraries. This is not a County project, but the County is providing support since the center will include a new Library. In response to Referral 2022.10, Library staff submitted an augmentation request for $1.8 million to support the community center construction. Library Fund Balance planned for FY 23/24 covers the interior Furniture, fixtures and equipment (FF&E) for the new Gonzales Branch Library. The FF&E includes public and staff furniture, shelving and displays, interior finishings, computers, printers, wireless equipment, and other technology. Some elements such as public and staff furniture, some shelving, and current technology can be moved from the current Gonzales Branch. Costs to operate will be roughly the same as the current Gonzales Branch, pending lease negotiations with the City of Gonzales.

Justification

With the construction of the new Gonzales Community Center (anticipated ground-breaking Spring of 2023), the Library will move from a leased commercial space to the new Center. This will be a better location for student foot-traffic to the Library, and the Library will be able to take advantage of the Center's many amenities, such as outdoor programming space and adjacent complementary spaces. The entire facility will be more sustainable, and better able to serve the community in an emergency, with Library staff already trained in serving as Temporary Evacuation Points, and other Disaster Service Worker needs.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Small amount of Library funding to cover furniture and equipment purchased in FY 26/27. Additional purchases are anticipated once the library's traffic patterns and resource needs have been evaluated over a period of time.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other	$1,800,000							$1,800,000
Furniture, Fixes & Equipment			$50,000					$50,000
Total	$1,800,000		$50,000					$1,850,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance			$50,000					$50,000
Cannabis Tax Assignment	$1,800,000							$1,800,000
Total	$1,800,000		$50,000					$1,850,000

Project #: L-1605
Project name: Pajaro Library Branch Rehabilitation
Project address: 29 Bishop Street, Pajaro

Type	New/Remodel	**Department**	Library
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 years	**Fund**	003
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	2

Description

This project is one of two CIP projects at the Porter Vallejo Mansion, 29 Bishop Street, Pajaro. This Project 4072 is a project to upgrade the Pajaro Mansion by providing expanded use of second and third floors with added stairs, lift, exterior play area and improvements to interior spaces. PWFP project managers worked in consultation with design professionals and the Historical Resources Review Board to finalize design of alterations to these historic resources (the Porter Vallejo Mansion and the Water Tower), including a new stairway egress with new fire exits on the second and third floors; new outdoor space with new shade structures and picnic tables; and new sustainable landscaping. The project also includes adding 4 EV Charging stations and infrastructure for up to 6 additional charging stations. The project also includes an interior re-design for the Library services space. Design is complete, and will result in a reconfigured public library space, maximizing safe and effective use, workflow, and preserving the beauty of the historic elements of the house. This requires new furniture, shelving, wiring for moving the public computers and staff work areas, and new floor coverings. A separate CIP Project 723218 is a post storm restoration and repair project that addresses repairs to roof, siding, windows, HVAC and mechanical systems that were impacted by Flood. That project was funded through emergency strategic reserve allocations and is seeking allocation of AB-102 funding as well as reimbursements through Insurance and FEMA.

Justification

The Pajaro Library is in a unique space, sharing the small and scattered historic rooms of this mansion with many other community groups, resulting in a community gathering place. Both the safety needs of the building and the operational needs of the library can be addressed with this project.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

In FY24, PWFP Facilities Department staff engaged consultants to complete space programming to address ADA and Life and Safety upgrades on the first floor and reuse of the second and third floor including adding an elevator or lift. Design is complete and plans have been submitted to the Building Services Department for permit review in December 2024. Construction is expected to start after the post storm repairs project is completed. The Department of Emergency Services AB-102 grant program had initially allocated $3,500,000 to the upgrade project 4072. Due to the incomplete funding of Emergency Repair Project 723218, and the necessity of ensuring the facility's exterior, including roofing, windows, and siding, is intact before proceeding with interior upgrades, staff recommends reallocating $3,155,412 of AB-102 funding from Upgrade Project 4072 to the Emergency Repair Project 723218. This reallocation will also help ensure the AB-102 funds are fully expended within the grant deadline of December 2025. Staff will continue to seek other funding sources for this project including funding through CDBG grant program and funding through recently passed measure AA tax fund. PWFP is also working with the County Sustainability Division to identify available grants and rebates that can help offset cost of EV Charging infrastructure and other green building elements such as high efficiency heat pumps.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$198,892	$495,695	$115,083					$809,670
Construction Management			$427,227					$427,227
Construction			$2,513,103					$2,513,103
Furniture, Fixes & Equipment			$200,000					$200,000
Total	$198,892	$495,695	$3,255,413					$3,950,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478	$198,893	$151,107						$350,000
DEM - AB 102 Funding		$344,588						$344,588
Library Fund Balance			$100,000					$100,000
Fund 478			$3,155,412					$3,155,412
Library Fund Balance				$200,000				$200,000
Total	$198,893	$495,695	$3,255,412	$200,000				$4,150,000

Project #: L-1607
Project name: San Lucas Library Landscaping
Project address: 54692 Teresa St San Lucas, CA 93454

Type	New/Remodel	**Department**	Library
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life		**Fund**	
Contact	Chris Ricker / 831-883-7567	**Dept. Priority**	

Description

This project is to complete the landscaping around the San Lucas Library. Phase I consisted of grading and putting down decomposed granite in the intended project area. This phase will complete with amenities, trees, shade structures, and a play area.

Justification

San Lucas does not have a public park, and the library is frequently used as a community hub, both during library hours and outside of library hours. The community is in need of outdoor play areas, shade, and a place to gather.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Cost estimates in 2024-25 were anticipated to be around $200,000 total to complete this project, and the Department's request will be to take the remaining cost from Library Fund Balance, and complete the project. Delays included working on bringing EV charging to the San Lucas Library, which would require construction of additional parking, and in 2025 the County acquired the parcel next to the property. This project can be rescoped to be in accordance with future plans for EV charging, and to work in harmony with any plans for the adjacent parcel. For FY 2026-27, the Library will simply carry the Fund Balance allocation forward.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$37,000	$14,000	$16,000					$67,000
Construction Management			$25,000					$25,000
Construction			$200,000					$200,000
Other			$5,000					$5,000
Contingency			$20,000					$20,000
Total	$37,000	$14,000	$266,000					$317,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Grant	$52,000	$15,000						$67,000
Library Fund Balance			$250,000					$250,000
Total	$52,000	$15,000	$250,000					$317,000

Project #: L-1608
Project name: New South County Bookmobile
Project address: Countywide

Type	Equipment	**Department**	Library
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	

Description

Replace the South County Bookmobile with a new vehicle. The vehicle is a fully mobile mini-branch library with a collection, technology, and connectivity. It serves communities without a branch library, and can be used in emergencies as a mobile hot spot, and an outreach vehicle. The South County area includes widespread and remote geography, with limited EV charging opportunities and long distances, so entirely EV is not an option at this time.

Justification

The current vehicle is nearing the end of its useful life. In addition, as with the replacement of the North Bookmobile, we can extend the mobility and technology with solar panels and batteries, removing the need for a stand-alone generator or requirement to shoreline to a facility for an extended stop. Proposal is to fund from Library Fund Balance, as no open grants or funding opportunities have emerged at this time.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete an RFP for a vehicle, select a vendor, pay deposit requirement, start build process.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment				$300,000	$100,000			$400,000
Total				$300,000	$100,000			$400,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance				$300,000	$100,000			$400,000
Total				$300,000	$100,000			$400,000

Project #: L-1609
Project name: Greenfield Library Parking Lot
Project address: 315 El Camino Real Greenfield

Type	Maintenance Backlog	**Department**	Library
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	1

Description

Rehabilitate and restripe the parking lot of the Greenfield Library to add ADA compliance and EV parking (see project 4075). Plan is completed by an ADA consultant, and this project would be funded from Library Fund Balance for the ADA and rehabilitation portions, the EV parking funded from Project 4075. Simultaneously, replace the fence between the County property and the adjacent City parcel housing the Tom Rogers Museum, and sign the parking lot for parking enforcement.

Justification

The public library serves a variety of patrons, including those with disabilities. The lot is not in ADA compliant condition. The lot is also worn and the pavement needs rehabilitation. The simultaneous project to bring EV charging to the Greenfield branch library parking lot will also require work and restriping, so doing these simultaneously for efficiency and less disruption to the public is the goal.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project went through updated cost estimate in December 2025 with expanded scope and changes in the EV charger situation from initial plans. The expanded scope includes replacing the fence and the sign as a part of the overall contract and simultaneously, vs. separately and after the parking lot is complete. Library will request additional funds appropriation from Library Fund Balance in January, to either complete or fully encumber and contract for the project by July 2026.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,600	$3,744	$9,000					$14,344
Construction Management			$010,512					$10,512
Construction			$0,186,000					$186,000
Total	$1,600	$3,744	$205,512					$210,856

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance			$120,856					$120,856
Library Fund Balance			$90,000					$90,000
Total			$210,856					$210,856

Project #: L-1618
Project name: Greenfield Library Interior Improvements
Project address: 315 El Camino Real Greenfield

Type	Maintenance Backlog	**Department**	Library
Funding Status	Active	**Project Phase**	Not Started
Useful Life		**Fund**	
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	

Description

Interior renovation project consisting of carpet, public restroom remodel, repainting. Carpet goes up the walls and service desk at points so may also involve wall covering replacement. Painting will involve removing and replacing interior art and custom murals attached to the walls. Restroom includes two public restrooms - replacement of tile floor, all fixtures, ADA compliance, Initial assessment will also include examining HVAC needs for air and odors.

Justification

Carpet overall is aging, has stains that cannot be removed. The public restrooms have only been marginally renovated over the 30+ years of building use, to achieve ADA compliance the stalls were removed. Fans and odors require examination.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

This initial funding from Library Fund Balance will cover scoping and estimating to better accomplish a realistic project scope and cost.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$225,000					$225,000
Total			$225,000					$225,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance			$225,000					$225,000
Total			$225,000					$225,000

Project #: L-1621
Project name: Buena Vista Library Desk and Carpet Replacement
Project address: 18250 Tara Dr. Salinas

Type	New/Remodel	**Department**	Library
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	
Contact	Hillary Theyer 831-883-7566	**Dept. Priority**	

Description

Demolish and replace built in service desk at the Buena Vista Library. Service desk is original to the building, over 30 years old. Not ergonomic for use of technology. Built on a curve so inefficient for storage. Goal is to get updated modular furniture that sits on top of carpet. Project will involve recarpeting the entire library as well.

Justification

The desk was original to the building, constructed on a curve so not efficient for storage, and not ergonomic for use of computers or other technology.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Year 1 goal is assessment, surveying, planning, and getting a cost estimate to complete the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$100,000					$100,000
Total			$100,000					$100,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Library Fund Balance			$100,000					$100,000
Total			$100,000					$100,000

Project #: B16-2016-084
Project name: Natividad Furniture for Patient Areas & Ergo Equipment - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 YEARS	**Fund**	NMC
Contact	Brian Griffin 783-2605	**Dept. Priority**	TBD

Description

Replace and upgrade end of life equipment throughout NMC.

Justification

This is a year after year fund to improve equipment and furniture within the hospital. As furniture and equipment comes to end of life the, reliability declines rapidly. This project provides replacement furniture and equipment as needed.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$400,000	$413,000	$500,000	$500,000	$500,000	$500,000	$2,813,000
Total		$400,000	$413,000	$500,000	$500,000	$500,000	$500,000	$2,813,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$400,000	$413,000	$500,000	$500,000	$500,000	$500,000	$2,813,000
Total		$400,000	$413,000	$500,000	$500,000	$500,000	$500,000	$2,813,000

Project #: B16-2016-096
Project name: Natividad Refresh of Med Surg and ICU - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Building	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 YEARS	**Fund**	NMC
Contact	B. Griffin - 783-2605	**Dept. Priority**	TBD

Description

Paint and replace floor and tile, and casework improvements on Med Surg and ICU.

Justification

Minimal updates have been made to the Med Surg unit and ICU since the hospital was occupied in 1999. It is good practice at least every 10 years to refresh patient areas. This project will allow for new paint, flooring, tile in the bathrooms, and casework improvements in the patient rooms.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction	$501,800	$500,000	$6,500,000	$498,000	$500,000			$8,499,800
Total	$501,800	$500,000	$6,500,000	$498,000	$500,000			$8,499,800

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC	$501,800	$500,000	$6,500,000					$7,501,800
Unfunded				$498,000	$500,000			$998,000
Total	$501,800	$500,000	$6,500,000	$498,000	$500,000			$8,499,800

Project #: B16-2017-101
Project name: NMC - 1441 Constitution Boulevard, Salinas - Demolition of Old Hospital
Project address: 1441 Constitution Boulevard, Salinas

Type	Building	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	30 YEARS	**Fund**	NMC
Contact	B. Griffin - 783-2605	**Dept. Priority**	TBD

Description

Demolition of the Old Hospital on the NMC campus.

Justification

The old hospital was to be demolished during the construction of the new facility. Unfortunately, SB 1953 went into effect during construction, and many costly seismic retrofits needed to be implemented. As a result, the demolition of the old hospital was value engineered out of the construction of the new NMC facility.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental				$1,000,000				$1,000,000
Construction Management				$14,000,000	$5,000,000			$19,000,000
Total				$15,000,000	$5,000,000			$20,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$20,000,000				$20,000,000
Total				$20,000,000				$20,000,000

Project #: B17-2017-002
Project name: Natividad Information and Security Compliance - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Software	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life		**Fund**	NMC
Contact	Ari Entin/ 831-783-2564	**Dept. Priority**	TBD

Description

Purchase software and tools to monitor and keep secure data and systems at Natividad Medical Center. Required to meet HIPAA Compliance and Healthcare standards.

Justification

Ongoing investment in Information Security is needed to maintain our level of system and data protection, and to keep technology up-to-date to address new emerging threats. This is a HIPAA mandated compliance requirement and allows us to exercise healthcare best practice standards. Not investing in information security is not an option. NMC must comply with HIPAA laws or we risk fines and exclusion from the Meaningful Use Program. The project improves any potential impacts to system availability related to unmanaged IT, which results in potential impacts to the delivery of patient care, our financial sustainability, and the hospitals reputation.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Depending on tools purchased, additional support and maintenance may be needed. Costs for the maintenance would be included in the purchase or part of Natividad's Operational Expense Budget. Natividad projects are managed separately and are not scored with other department projects. Natividad capital projects are included as informational only.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$75,000	$152,000	$150,000	$250,000	$150,000		$777,000
Total		$75,000	$152,000	$150,000	$250,000	$150,000		$777,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$75,000	$152,000	$150,000	$250,000	$150,000		$777,000
Total		$75,000	$152,000	$150,000	$250,000	$150,000		$777,000

Project #: B17-2017-054
Project name: NMC - 1441 Constitution Boulevard, Salinas - Fire Alarm Command Center Bld. 400
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	TBD
Contact	Jeffrey Cleek (831) 783-2614	**Dept. Priority**	TBD

Description

Fire Alarm Command Center Bld. 400

Justification

Fire Alarm will need to be replaced in near future. It was identified on Kitchell report as well as inherent problems we are starting to see with a 20 year old system: Electronic glitches that trigger an alarm but can't find record of why, devices becoming harder to find so when a duct detector fails it is sometime weeks before another one can be located.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other				$750,000	$500,000			$1,250,000
Total				$750,000	$500,000			$1,250,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$750,000	$500,000			$1,250,000
Total				$750,000	$500,000			$1,250,000

Project #: B17-2017-525
Project name: Natividad SEA Conference Room - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Building	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life		**Fund**	NMC
Contact	Brian Griffin 783-2562	**Dept. Priority**	TBD

Description

This project will refresh (new floor, paint, and new restrooms to meet current code) the existing SEA conference room located in Building 600.

Justification

The SEA conference room is the hospital's old cafeteria and the largest conference room at the hospital. The space still resembles a cafeteria, and NMC desires to improve the space. The adjacent bathrooms will also need to be redone and brought up to current building code.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction				$150,000				$150,000
Total				$150,000				$150,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$150,000				$150,000
Total				$150,000				$150,000

Project #: B17-2017-528
Project name: NMC - 1441 Constitution Boulevard, Salinas - Remodel Mothers and Infant Unit 2 (MIU2)
Project address: 1441 Constitution Boulevard, Salinas

Type	Building	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 YEARS	**Fund**	NMC
Contact	B.Griffin - 783-2605	**Dept. Priority**	N/A

Description

Remodel and upgrade Mothers and Infant Unit (MIU 2). Modernization of existing units to include flooring and paint. Previously listed as project #B15-2015-X88.

Justification

Project is to provide better patient care and patient experience for the Mother Infant Unit (MIU2).

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction						$2,500,000		$2,500,000
Total						$2,500,000		$2,500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC						$2,500,000		$2,500,000
Total						$2,500,000		$2,500,000

Project #: B21-2021-084
Project name: Natividad Fire Alarm Command Center Bld. 580 - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	NMC
Contact	Felipe (831) 783-2614	**Dept. Priority**	TBD

Description

Fire Alarm Replacement Campus Wide

Justification

Fire Alarm will need to be replaced in near future. It was identified on Kitchell report as at end-of-life and inherent problems were starting to see with a 20 year old system: Electronic glitches that will trigger an alarm, but can't find record of why, devices are becoming harder to find so when a duct detector fails, it is sometime weeks before another one can be located.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$700,000	$1,200,000					$1,900,000
Total		$700,000	$1,200,000					$1,900,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$700,000	$1,200,000					$1,900,000
Total		$700,000	$1,200,000					$1,900,000

Project #: B21-510
Project name: NMC - 1441 Constitution Boulevard, Salinas - Elevator Upgrades
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	5 years	**Fund**	NMC
Contact	Andrea Rosenberg 831-783	**Dept. Priority**	TBD

Description

The current elevator requires new upgrades to function effectively to transport patients and families.

Justification

There are 9 elevators and they are outdated and frequently malfunction.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$312,000		$400,000	$400,000	$400,000		$1,512,000
Total		$312,000		$400,000	$400,000	$400,000		$1,512,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$312,000		$400,000	$400,000	$400,000		$1,512,000
Total		$312,000		$400,000	$400,000	$400,000		$1,512,000

Project #: B22-2022-035
Project name: Natividad General IT Equipment Replacement - 1441 Constitution boulevard, Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	5 YEARS	**Fund**	NMC
Contact	A. Entin - 783-2564	**Dept. Priority**	TBD

Description

Need to replace and update all end-of-life equipment across Natividad Medical Center. This includes items such as computers, laptops, printers, scanners, etc.

Justification

Employees need to have working equipment to do their jobs. Non-working equipment can affect patient care, efficiency, and sustainability. Equipment needs to be replaced in a planned and orderly manner.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

This budget is for IT network, storage, security, and VoIP hardware needed to maintain and support a hospital-grade computing environment. Purchases will include planned upgrades to existing equipment and new equipment that parallels standards found throughout healthcare. Natividad projects are managed separately and are not scored with other department projects. Natividad capital projects are included as informational only.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$747,850	$429,000	$747,850	$500,000	$500,000	$500,000	$3,424,700
Total		$747,850	$429,000	$747,850	$500,000	$500,000	$500,000	$3,424,700

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$747,850	$409,000	$747,850	$500,000	$500,000	$500,000	$3,404,700
Total		$747,850	$409,000	$747,850	$500,000	$500,000	$500,000	$3,404,700

Project #: B22-2022-037
Project name: Natividad IT Cabling - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	5 years	**Fund**	NMC
Contact	Ari Entin-783-2564	**Dept. Priority**	TBD

Description

Low-voltage IT cabling is needed to support various hospital capital improvement projects.

Justification

The wiring is a operational requirement to connect and network computers, phones, systems and sensors.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$25,000	$100,000	$100,000	$100,000	$100,000		$425,000
Total		$25,000	$100,000	$100,000	$100,000	$100,000		$425,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$25,000	$100,000	$100,000	$100,000	$100,000		$425,000
Total		$25,000	$100,000	$100,000	$100,000	$100,000		$425,000

Project #: B22-2022-039
Project name: Natividad E-Forms / Signatures Software - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	5	**Fund**	
Contact	Ari Entin 831-783-2564	**Dept. Priority**	

Description

Forms are an important component of a patient's record and its proper storage and handling have hospital compliance complications. The majority of NMC's forms are paper-based.

Justification

This request is to purchase software, systems and services needed to transition the hospital to digitized forms and signatures. Electronic forms and signatures will optimize routine processes such as patient registration, improve patient satisfaction and reduce reliance on paper and consumables.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment		$100,000		$50,000	$50,000	$50,000		$250,000
Total		$100,000		$50,000	$50,000	$50,000		$250,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$50,000	$50,000	$50,000		$150,000
Total				$50,000	$50,000	$50,000		$150,000

Project #: B22-2022-040
Project name: Natividad Patient Queuing System - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	5	**Fund**	
Contact	Ari Entin 831-783-2564	**Dept. Priority**	

Description

Patient queues are prevalent in healthcare and wait time is one measure of access to care.

Justification

An electronic queue management system will help the hospital's clinics and ancillary services safely and efficiently manage patient flow through real-time dashboards and business intelligence capabilities

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment		$125,000	$136,000	$50,000	$50,000	$50,000		$411,000
Total		$125,000	$136,000	$50,000	$50,000	$50,000		$411,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$125,000	$136,000	$50,000	$50,000	$50,000		$411,000
Total		$125,000	$136,000	$50,000	$50,000	$50,000		$411,000

Project #: B22-2022-041
Project name: Natividad Asset Management Tracking System - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Software	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	5	**Fund**	
Contact	Daniel Leon 831-783-2561	**Dept. Priority**	

Description

Implement a new asset management system to track all assets at NMC.

Justification

Currently, no mechanism in house to track or located rented and purchased medical equipment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment		$100,000	$511,000					$611,000
Total		$100,000	$511,000					$611,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$100,000	$511,000					$611,000
Total		$100,000	$511,000					$611,000

Project #: B22-2022-042
Project name: Natividad Contracts Management System - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Software	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	5	**Fund**	
Contact	Daniel Leon 831-783-2516	**Dept. Priority**	

Description

Implement a new contracts Management System

Justification

Looking to upgrade our home-made contracts tracking spreadsheet into a more robust contracts management system with reporting capabilities, templates and possibly an electronic RFP module. Will likely be a WEB based system, instead of a system hosted in house.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Furniture, Fixes & Equipment			$150,000					$150,000
Total			$150,000					$150,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC			$150,000					$150,000
Total			$150,000					$150,000

Project #: B22-2022-064
Project name: Natividad JOC Facilities Project - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Maintenance Backlog	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	15	**Fund**	
Contact	B Griffin 831-783-2562	**Dept. Priority**	

Description

Combining various repair projects under $100,000. EV Charging ADA Sidewalk and Stairs Door Replacement - Campus Wide Chemistry Sample automation Morgue Lift Walk Off Matts

Justification

Combining JOC facilities projects under $100,000

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Emergency Work		$75,000	$50,000	$150,000	$250,000	$250,000	$250,000	$1,025,000
Other		$565,000	$200,000	$600,000	$750,000	$750,000	$750,000	$3,615,000
Total		$640,000	$250,000	$750,000	$1,000,000	$1,000,000	$1,000,000	$4,640,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$640,000	$250,000	$750,000	$1,000,000	$1,000,000	$1,000,000	$4,640,000
Total		$640,000	$250,000	$750,000	$1,000,000	$1,000,000	$1,000,000	$4,640,000

Project #: B22-2022-070
Project name: Natividad Building 800 Demo/ New Storage Building - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	New/Remodel	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	30	**Fund**	
Contact	B Griffin 831-783-2562	**Dept. Priority**	

Description

The project is located at Building 800 on Natividad Medical Center's campus. The current building was used at a central Plant and Laundry facilities for the old Monterey County Hospital, which has since been decommissioned. The project is budget over two fiscal years (FY) $4,000,000 for FY 21-22 and $2,800,000 for FY 22-23.

Justification

The scope of the project consists of demolition of the existing building and construction of a new single story pre-engineered metal building of approximately 15,400 square feet (SF). Approximately 11,000 SF would be utilized for storage items and 4,400 SF would be used for office area. A feasibility study has been received and it is estimated that the project would cost $6,800,000 in which $800,000 would be used for demolition of the old building.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction				$4,000,000	$2,800,000			$6,800,000
Total				$4,000,000	$2,800,000			$6,800,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$4,000,000	$2,800,000			$6,800,000
Total				$4,000,000	$2,800,000			$6,800,000

Project #: B22-2023-200
Project name: Natividad Workstations on Wheels - 1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	15 YEARS	**Fund**	NMC
Contact	Ari Entin/ 831-783-2564	**Dept. Priority**	N/A

Description

Replacement workstation on wheels (WOWs) devices used for patient documentation and telemedicine programs at Natividad. WOWs are critical for the documentation and providing system information to the clinical staff. Many of the WOWs are end-of-life or do not exist, so these need replacement across the hospital.

Justification

Current version of Workstation on Wheels (WOWs) are outdated and no longer supported by vendor. WOWs are required for patient documentation and patient medical record access in patient care areas. They streamline the workflow processes at Natividad, maintain compliance with mandates for electronic health record-keeping, promote more time for patient engagement, reduce the spread of bacterial infection, and provide optimal utilization of hospital infrastructure. WOWs have also support telemedicine programs implemented for COVID.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Natividad projects are managed separately and are not scored with other department projects. Natividad capital projects are included as informational only.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$100,000		$700,000	$250,000	$150,000		$1,200,000
Total		$100,000		$700,000	$250,000	$150,000		$1,200,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$100,000		$700,000	$250,000	$150,000		$1,200,000
Total		$100,000		$700,000	$250,000	$150,000		$1,200,000

Project #: B22-500
Project name: NMC - 1441 Natividad Road, Salinas - Systems Upgrade
Project address: 1441 Constitution Boulevard, Salinas

Type	Software	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	TBD
Contact	Ari Entin-7832564	**Dept. Priority**	TBD

Description

Upgrade MediTech or change to new EPIC centralized system

Justification

Ongoing investment in Information Technology is needed to maintain current level of system and data. Information systems are critical to patient care and hospital operations. Continued capital investment is needed to maintain, refresh and enhance the IT network systems that support Natividad's electronic health record systems.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other				$32,000,000	$50,000,000	$7,600,000		$89,600,000
Total				$32,000,000	$50,000,000	$7,600,000		$89,600,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$32,000,000	$50,000,000	$7,600,000		$89,600,000
Total				$32,000,000	$50,000,000	$7,600,000		$89,600,000

Project #: B22-501
Project name: NMC - 1441 Constitution Boulevard, Salinas - IT Communications
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	5 years	**Fund**	NMC
Contact	Ari Entin-783-2564	**Dept. Priority**	TBD

Description

Investment is needed in PCs and infrastructure

Justification

These are planned replacements for aging equipment and ability to use newtechnology.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other				$500,000	$500,000	$500,000		$1,500,000
Total				$500,000	$500,000	$500,000		$1,500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC				$500,000	$500,000	$500,000		$1,500,000
Total				$500,000	$500,000	$500,000		$1,500,000

Project #: B22-513
Project name: NMC - 1441 Constitution Boulevard, Salinas - Labor and Delivery Refresh Paint/Replace Carpets
Project address: 1441 Constitution Boulevard, Salinas

Type	Building	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Not Started
Useful Life	15 years	**Fund**	TBD
Contact	B Griffin-783-2564	**Dept. Priority**	TBD

Description

Repaint and replace old carpets in the Labor delivery unit

Justification

The current painting and carpets are old and worn out

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management					$2,000,000			$2,000,000
Total					$2,000,000			$2,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC					$2,000,000			$2,000,000
Total					$2,000,000			$2,000,000

Project #: B23-2023-094
Project name: NPC-SPC UPGRADE -1441 Constitution Blvd Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	Equipment	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	
Useful Life		**Fund**	
Contact	Brian Griffin 783-2562	**Dept. Priority**	

Description

Senate Bill (SB) 1953 amends the Alfred E. Alquist Seismic Safety Act to ensure that hospital buildings can withstand and continue to operate after earthquakes. SB 1953 introduces Structural and Nonstructural Performance Categories (SPC and NPC) for hospital facilities, requiring both new and existing facilities to meet certain seismic performance ratings. By January 1, 2030, all acute care buildings on a hospital campus must achieve SPC 3, 4, or 5 and NPC 4, 4D, or 5 to continue providing acute care services. Facilities failing to meet these standards by the 2030 deadline will not be allowed to offer acute care services.

Justification

Implementing Senate Bill (SB) 1953 is crucial for public safety, as it ensures that hospital buildings can withstand and remain operational after seismic events. Hospitals are vital during disasters, providing essential medical services and emergency care. By enforcing strict seismic performance standards for both structural and nonstructural components, SB 1953 aims to prevent building collapses, reduce casualties, and maintain healthcare services during and after an earthquake. The 2030 deadline compels hospital facilities to prioritize seismic safety and invest in necessary upgrades, ultimately safeguarding patients, staff, and the community.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other		$250,000		$2,450,000				$2,700,000
Total		$250,000		$2,450,000				$2,700,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$250,000		$2,450,000				$2,700,000
Total		$250,000		$2,450,000				$2,700,000

Project #: B23-2023-158
Project name: Natividad Emergency Department Modular - 1441 Constitution Blv Salinas
Project address: 1441 Constitution Boulevard, Salinas

Type	New/Remodel	**Department**	Natividad Medical Center
Funding Status	Active	**Project Phase**	Construction
Useful Life		**Fund**	
Contact	Brian Griffin 783-2562	**Dept. Priority**	

Description

NMC is seeking funding to construct a modular building to expand the Emergency Department (ED). This new modular building will help alleviate the current pressure on the ED, which often experiences overload due to high patient volumes. The additional space will enable the hospital to provide timely and efficient care to patients during peak times, improving overall patient experience and outcomes.

Justification

Expanding the Emergency Department is essential to address the increasing demand for emergency medical services. The current ED is often overwhelmed, leading to longer wait times and potential delays in critical care. By constructing a modular building, we can swiftly expand our capacity to accommodate more patients, ensuring timely and high-quality emergency care. This investment will not only enhance patient safety and satisfaction but also support the community's growing healthcare needs.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction		$1,000,000		$6,000,000				$7,000,000
Total		$1,000,000		$6,000,000				$7,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
NMC		$1,000,000		$6,000,000				$7,000,000
Total		$1,000,000		$6,000,000				$7,000,000

Project #: 418924
Project name: Youth Center Modular Project
Project address: 970 Circle Drive Salinas CA 93901

Type	New/Remodel	**Department**	Probation
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 Years	**Fund**	001
Contact	Dawn Souza x3922	**Dept. Priority**	3

Description

Provide architectural design and engineering services for Probation's Youth Center Modular to address site improvements required to place a County furnished modular building at designated area (replacing aged modular) at Youth Center site 970 Circle Drive. Including, but not limited to, ADA ramps, lighting, structural tie-downs as required by code, utility tie ins, data lines, security controls/video surveillance.

Justification

The Probation Department was awarded State funds on October 21, 2024 in the amount of $2,500,000 from the Department of Health Care Services California Advancing and Innovating Medi-Cal (CalAIM) Providing Access and Transforming Health (PATH) Justice Involved (JI) Round 3 grant program in support of mandated Medi-Cal justice involved reentry services. The Board of Supervisors approved acceptance of these funds on January 9, 2025. Due to the timing of the award and related planning activities for its use, the projects were not included in the FY 2025-26 Five Year Capital Improvement Program.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Board of Supervisors approved Project to be added to the CIP work plan for FY 25/26. Design and purchase of temporary modular are in progress. Anticipated Construction Start is May 2026 with completion by July 2026.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$203,322	$10,000					$213,322
Construction Management		$42,760						$42,760
Construction		$409,461	$38,575					$448,036
Furniture, Fixes & Equipment		$177,041						$177,041
Contingency			$20,844					$20,844
Total		$832,584	$69,419					$902,003

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 001		$832,584	$69,419					$902,003
Total		$832,584	$69,419					$902,003

Project #: 418929
Project name: Probation Juvenile Hall Modular Project
Project address: 1420 Natividad Road

Type	New/Remodel	**Department**	Probation
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10	**Fund**	001
Contact	Dawn Souza x3922	**Dept. Priority**	2

Description

Provide architectural design and engineering services for Probation's Juvenile Hall Modular project to address site improvements required to place a County furnished modular building at designated area (empty dirt lot) at Juvenile Hall site 1420 Natividad Road. Including, but not limited to, ADA ramps, lighting, structural tie-downs as required by code, utility tie ins, data lines, security controls/video surveillance.

Justification

The Probation Department was awarded State funds on October 21, 2024 in the amount of $2,500,000 from the Department of Health Care Services California Advancing and Innovating Medi-Cal (CalAIM) Providing Access and Transforming Health (PATH) Justice Involved (JI) Round 3 grant program in support of mandated Medi-Cal justice involved reentry services. The Board of Supervisors approved acceptance of these funds on January 9, 2025. Due to the timing of the award and related planning activities for its use, the projects were not included in the FY 2025-26 Five Year Capital Improvement Program.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Board of Supervisors approved Project to be added to the CIP work plan for FY 25/26. Design is in progress, requiring BSCC approval to proceed with other project critical paths. Anticipated Construction Start is May 2026 with completion by July 2026.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$180,169	$94,831					$275,000
Right Of Way/Utilities		$20,000						$20,000
Construction Management		$53,655						$53,655
Construction		$490,000	$98,000					$588,000
Furniture, Fixes & Equipment		$100,300	$49,700					$150,000
Contingency			$171,500					$171,500
Total		$844,124	$414,031					$1,258,155

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
FUND 001		$844,124	$414,031					$1,258,155
Total		$844,124	$414,031					$1,258,155

Project #: 842000
Project name: Juvenile Division Restroom Remodel - 1422 Natividad Rd
Project address: 1422 Natividad Road, Salinas

Type	ADA Project	**Department**	Probation
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	478
Contact	Andrei Petrutiu (831) 755-4986	**Dept. Priority**	4

Description

This project summarizes facility repair and maintenance tasks identified in the 2015 Kitchell Facility Assessment. The bathroom tiles/fixtures and facility VCT flooring needs to be replaced. Toilet partitions and sink areas have excessive rust. Restrooms tile walls and tile flooring are damaged/ deteriorating. The sinks, urinal, and toilets are constantly in need of service and are unsightly/unclean. The building is a two-story structure consisting of approximately 22,565 square feet. Originally built around 1971, the building is used by the Probation Department for Juvenile Court and Juvenile Services. The building is located adjacent to the County Juvenile Hall. Costs are taken from the 2015 assessment and escalated for FY 25/26 using the DGS California Construction Cost Index CCCI.

Justification

To maintain hygienic conditions and upgrade existing County-owned facilities to comply with any updated Federal ADA guidelines and to reduce maintenance and utility costs. The number of incidents requiring toilet, drainage and sink repairs has increased significantly, along with consistent complaints from County staff, Superior Court personnel and the public on the need for improvement. The public and staff restrooms in the building are unsightly and below standards and continue to deteriorate. The public restrooms on the first floor are constantly in need of service and members of the public have to use the employee restrooms.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Use funding to refine scope, develop construction documents for ADA compliance/requirements for all 7 existing bathrooms, perform hazmat survey, obtain building permit and construction JOC proposal and perform repairs as funding allows.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$26,122	$58,881					$85,003
Construction Management		$4,478	$31,522					$36,000
Construction		$48,511	$1,331,489					$1,380,000
Other		$2,668	$73,232					$75,900
Contingency		$6,724	$261,294					$268,018
Total		$88,503	$1,756,418					$1,844,921

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478		$88,503	$148,668					$237,171
Unfunded			$1,607,750					$1,607,750
Total		$88,503	$1,756,418					$1,844,921

Project #: PD 2024-01
Project name: Youth Center Tenant Improvements (Design and Planning) - 970 Circle Dr
Project address: 970 Circle Drive, Salinas

Type	New/Remodel	**Department**	Probation
Funding Status	Planning & Design	**Project Phase**	Not Started
Useful Life		**Fund**	TBD
Contact	F. Kabwasa-Green/831-755-4805	**Dept. Priority**	5

Description

Prepare programming level design documents and cost estimate for tenant improvements to facility to meet current ADA/California Building Code (CBC) Chapter11-B Code Compliance and Fire and Life Safety Code Compliance.

Justification

A recent facility assessment identified areas within the facility that require upgrades for full compliance with ADA/California Building Code (CBC) - Chapter 11-B and Code Fire and Life Safety Code. The tenant improvements would also allow for reconfiguration of space use to meet best practices for operations and separation of various youth populations at the facility. The project will bring the Youth Center into compliance with the current fire life safety code.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete programming level design and cost estimate. Future CIP years will request funding for full design drawings and construction.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$200,607						$200,607
Contingency		$14,163						$14,163
Total		$214,770						$214,770

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478		$214,770						$214,770
Total		$214,770						$214,770

Project #: 723218
Project name: Pajaro Mansion Campus Post Storm Restoration (Emergency Work)
Project address: 29 Bishop Street, Pajaro

Type	New/Remodel	**Department**	PWFP – Architectural Svcs, Facilities, Grounds
Funding Status	Active	**Project Phase**	Permitting
Useful Life		**Fund**	
Contact	F. Kabwasa-Green	**Dept. Priority**	1

Description

Project consists of the design, permitting and construction restoration activity at 29A (Clinica) & 29B Bishop (Ag Commissioner) & 29 Bishop (Pajaro Mansion and Library & Tower) following damage from the March 2023 storm and flooding. Restoration work includes replacement of impacted heating ventilation and air conditioning (HVAC) systems at the Clinica & Ag Commissioner as well as replacement of damaged HVAC system, Fire Panel, windows, siding, roofing , porch and interior finishes at Pajaro Mansion Library & Tower. The implementation of repairs at the Library will require scaffolding and tarping of building during construction activities as well as careful monitoring of construction activity in accordance with Historical Resources Review Board (HRRB) and Secretary of Interior Standards for restoration of Historical facilities. This restoration work is a separate project from Project L-1602/4072 for improvements to the building and public access to second and third floors of the Mansion.

Justification

The recent storms and flood event in Pajaro caused an unprecedented level of driving rain, flood water, mud and silt around the campus and to enter the basement of buildings 29A&B Bishop (Clinica and Ag Commissioner building) and at 29 Bishop (Pajaro Mansion and Library and water tower). The PWFP team worked in collaboration with the Insurance agency to hire environmental consultants, architects, mechanical, electrical and plumbing engineers to assess the damage and develop a plan for debris cleanup, remediation, and restoration. The restoration scope of work is in accordance with approved building permit, plans and specifications and Historical Resources Review Board (HRRB) and Secretary of Interior Standards for Historical facilities.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Debris removal, remediation, design and permitting and bidding is complete. HVAC equipment has been ordered in anticipation of long lead times for receiving equipment. A Contractor has been selected, and a construction proposal has been received and vetted through the Job Order Contract program. After a full review of storm damage and completing design, permitting and recent construction bidding, the total project cost is $7,146,650. Project 723218 was initially allocated $3,200,000 in strategic reserves. An additional $3,155,412 in AB-102 grant funding is recommended to be allocated to the project leaving funding shortfall of $791,238 for the Emergency Repair Project 723218. Staff is proceeding with implementing selected scope items at the Mansion and Tower that can be funded with remaining strategic reserve appropriation and added AB102 Grant funding. To date, the project has received $917,700 insurance reimbursements and staff is waiting for final determination of additional reimbursements from the insurance company.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$419,472	$214,947	$203,416					$837,835
Construction Management	$27,355	$538,094						$565,449
Construction	$1,153,368	$3,946,492	$211,337					$5,311,197
Furniture, Fixes & Equipment	$25,962	$29,722						$55,684
Contingency			$376,484					$376,484
Total	$1,626,157	$4,729,255	$791,237					$7,146,649

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Strategic Reserve	$1,626,157	$1,573,843						$3,200,000
DEM - AB 102 Funding		$3,155,412						$3,155,412
Fund 478			$791,237					$791,237
Total	$1,626,157	$4,729,255	$791,237					$7,146,649

Project #: 8419
Project name: Parking Lot Alternative at Church and Gabilan Streets
Project address: Church and Gabilan Streets

Type	New/Remodel	**Department**	PWFP – Architectural Svcs, Facilities, Grounds
Funding Status	Planning & Design	**Project Phase**	Design/Planning
Useful Life	2 YEARS	**Fund**	TBD
Contact	L. Ochoa (831) 796-6091	**Dept. Priority**	TBD

Description

This is an alternate project (placeholder) for surface level parking development should the Board direct staff to explore alternatives to a parking structure. Per Board of Supervisors direction on June 22,2021, previous project funds were allocated for the potential parking structure, with $500,000 available to match City of Salinas development efforts.

Justification

Additional downtown parking is needed to reduce potential pedestrian risk and exposure for County employees crossing West Alisal Street.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue programming and planning.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$10,760		$320,000					$330,760
Construction Management			$320,000					$320,000
Construction			$1,600,000					$1,600,000
Contingency			$560,000					$560,000
Total	$10,760		$2,800,000					$2,810,760

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 404	$10,760		$250,000					$260,760
Unfunded			$2,550,000					$2,550,000
Total	$10,760		$2,800,000					$2,810,760

Project #: 851000
Project name: Unscheduled Repairs - Countywide
Project address: Countywide

Type	Maintenance Backlog	**Department**	PWFP – Architectural Svcs, Facilities, Grounds
Funding Status	Shovel Ready	**Project Phase**	Construction
Useful Life	N/A	**Fund**	TBD
Contact	F. Kabwasa-Green x4805	**Dept. Priority**	N/A

Description

Funding provides for unanticipated emergency and non-emergency repairs to County facilities that fall outside the scope of routine maintenance. Total funding is intended to cover all associated project costs including related staff time.

Justification

To maintain health and safety of building occupants, and to repair damage to buildings due to water intrusion, storm damage or other causes; To maintain regulatory compliance and fire safety; To reduce exposure to building material contaminants such as asbestos, lead and mold; and to preserve assets; To reduce risk by removal of trees, limbs, brush, or other growth that may cause damage or reduce visibility.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Projects are ongoing throughout the year, initiated and managed through the Facilities Division of Public Works in accordance with applicable codes. Complete repair, remediation, and other unscheduled projects as directed to maintain health and safety within County facilities and grounds; Prevent risk or loss due to damaged or deficient building or site conditions.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other			$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000
Total			$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478			$1,000,000					$1,000,000
Fund 478 (Pending)				$1,000,000	$1,000,000	$1,000,000	$1,000,000	$4,000,000
Total			$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000

Project #: PWFP 2024-03
Project name: Replace Generators at 1441/1488 Schilling Pl Salinas
Project address: 1441 Schilling Place, Salinas

Type	Maintenance Backlog	**Department**	PWFP – Architectural Svcs, Facilities, Grounds
Funding Status	Active	**Project Phase**	
Useful Life	20 Years	**Fund**	TBD
Contact	N. Ayala (831) 755-4848	**Dept. Priority**	TBD

Description

Install replacement generators at 1441 and 1488 Schilling Place. Existing generators have exceeded their useful life and are non-operable due to current air quality regulations. This project will purchase and install new generators which meet California Air Quality Control Board requirements.

Justification

County departments rely on backup generator power to ensure public services are maintained in the event of a disaster or power outage. This critical equipment currently serves 10 different departments/units at the Schilling Campus.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Generators have very long lead times. Goal is to purchase and install generators by June 30, 2025. Due to the emergency need to keep the Schilling Campus operational, PWFP used Unscheduled Maintenance funds to cash flow temporary generator rentals. At the time of mid-February, PWFP staff is preparing a Board Report to reimburse Unscheduled Maintenance.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$5,422	$55,066					$60,488
Construction Management			$200,604					$200,604
Construction			$2,015,200					$2,015,200
Furniture, Fixes & Equipment		$444,038	$880,000					$1,324,038
Contingency			$705,320					$705,320
Total		$449,460	$3,856,190					$4,305,650

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Unscheduled Maintenance Funds		$449,460						$449,460
Fund 478			$3,856,190					$3,856,190
Total		$449,460	$3,856,190					$4,305,650

Project #: PWFP 2024-12
Project name: HVAC Repairs and Replacement - 1200 Aguajito Rd Monterey
Project address: 1200 Aguajito Road, Monterey

Type	Maintenance Backlog	**Department**	PWFP – Architectural Svcs, Facilities, Grounds
Funding Status	Active	**Project Phase**	Not Started
Useful Life	15 Years	**Fund**	TBD
Contact	N. Ayala (831) 755-4848	**Dept. Priority**	TBD

Description

This project covers a range of HVAC repairs and improvements based on a 2023 HVAC System Assessment. Work is prioritized as high (Category 1a, 1b, 1c…) through Low (Category 5a, 5b, 5c…). Ranking is based on the condition of equipment, potential for labor and energy savings, improved comfort, and impact on the unexpected failure of a device on the building comfort. Funding request for FY 2024/25 would cover all work designated Category 1 New VAV box retrofits and converted to electronic to eliminate the pneumatic system completely. Other work is divided out across fiscal years. Project costs are divided 50/50 with State Courts.

Justification

HVAC repairs and replacement is critical to maintaining public safety and legal services, including Sheriffs Office and State Courts.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Categories ranked by priority could not be broken up, Engineer designed a cost-effective solution to retrofit majority of the system from original design to a more efficient system (constant volume double duct mixing boxes to variable air volume, new fan motors, and upgrading digital controls). Requesting mid year augmentation 3/2025 to implement completed design. Due to work affecting facility operations (abatement and testing required would shut down HVAC) only limited scope involving the penthouse mechanical VFD, Exhaust Fans, and Supply Fans, and related controls is being executed. VAV box work will be on hold until after the Courts move out of building.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$105,471	$54,206	$84,141					$243,818
Construction Management	$2,541	$107,692	$100,000					$210,233
Construction		$677,728	$476,788					$1,154,516
Contingency			$144,040					$144,040
Total	$108,012	$839,626	$804,969					$1,752,607

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478		$759,827						$759,827
General Fund Contingencies		$69,799	$922,982					$992,781
Total		$829,626	$922,982					$1,752,608

Project #: 8823
Project name: Park Repairs - Prop 68 Per Capita Funding
Project address: Countywide

Type	Maintenance Backlog	**Department**	PWFP – Park and Ranger Operations
Funding Status	Active	**Project Phase**	Permitting
Useful Life	15 Years	**Fund**	404
Contact	B. Flores, 796-6425	**Dept. Priority**	

Description

This project implements various repair and improvement projects in County Parks, including repairs to the Toro Park Buckeye BBQ structure, bathroom roof replacement at Jacks Park, and campsite improvements and removal of unusable modular units at Lake San Antonio and Lake Nacimiento. Proposition 68 authorized $4 billion in general obligation bonds to finance drought, water, parks, climate, coastal protection, and outdoor access for all programs. The Per Capita Grant is a non-competitive funding grant in which the County has been allocated $631,430.

Justification

The unique funding guidelines for the Per Capita program allow the County to use this funding for improvements and repairs that are otherwise ineligible for competitive grants.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project is 90% complete. Lake San Antonio work will continue into FY 26/27.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management	$29,172	$33,098	$9,483					$71,753
Construction	$291,721	$330,980	$94,834					$717,535
Total	$320,893	$364,078	$104,317					$789,288

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Prop 68 Grant	$256,714	$291,262	$20,863					$568,839
ARPA Funding	$64,179	$72,816	$83,454					$220,449
Total	$320,893	$364,078	$104,317					$789,288

Project #: Parks 2023-03
Project name: Parks Master Plan
Project address: Countywide

Type	Planning/Development	**Department**	PWFP – Park and Ranger Operations
Funding Status	Active	**Project Phase**	Not Started
Useful Life	10 years	**Fund**	001
Contact	Tom Bonigut 55-4831	**Dept. Priority**	

Description

This project is to develop a Countywide Parks Master Plan for the day use parks and Lake San Antonio (Laguna Seca Recreation Area and Lake Nacimiento Resort will be separate Master Plans). This funding will be used to hire a consultant to complete a number of tasks needed to develop a comprehensive plan for operations, maintenance and park use. The Parks Master Plan will establish a long-range vision for the County Parks, which will help prioritize future park system improvements and services based on constituent needs and funding opportunities. The Parks Master Plan will provided the basis for future actions and will be a strong resource to support development of competitive applications for grant funding opportunities. Without a Parks Master Plan, the County will not have a community-based roadmap to guide future operational and capital planning decisions to best manage and guide the County Parks system.

Justification

On July 28, 2020, the Board of Supervisors accepted a report and recommendations prepared by Citygate Associates to evaluate the former Resources Management Agency. One of the Citygate recommendations was to accelerate the completion of a Parks Master Plan. The adopted FY2021-22 budget include approval of a new position in the Public Works, Facilities & Parks (PWFP) Department to work on this effort and other related projects (e.g. facility condition assessments). However, the development of a master plan for County parks will require substantial effort to assess the condition existing parks facilities, conduct an inclusive public parks needs assessment, analyze service and staffing levels, identify funding streams and develop an implementation plan. PWFP requested master plan funds during the FY 2023 budget process but funding was not allocated. In addition, on September 14, 2021, the Board of Supervisors approved numerous Prop 68 projects to move forward in the application process. During the discussions, it was stated by multiple Supervisors that they desired a Parks Master Plan, specifically for Toro Park and the County-owned former Fort Ord open space parcels.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

$50,000 for RFP to determine actual costs approved by the Board of Supervisors at FY 23/24 budget hearings.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Other			$50,000	$600,000				$650,000
Total			$50,000	$600,000				$650,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
General Fund Contribution			$50,000					$50,000
Unfunded (Measure AA)				$600,000				$600,000
Total			$50,000	$600,000				$650,000

Project #: 1146
Project name: Laureles Grade and Carmel Valley Road - Roundabout
Project address: Laureles Grade and Carmel Valley Rd

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 Years	**Fund**	002
Contact	K. Oyama/ 755-5090	**Dept. Priority**	N/A

Description

Construct roundabout at intersection of Laureles Grade and Carmel Valley Road.

Justification

The project improves traffic operations, and safety by slowing traffic along Carmel Valley Road, reducing conflict points for vehicles turning from Laureles Grade. The project design will be funded by Carmel Valley Road traffic impact fees.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Construction scheduled to commence in June 2025, and take approximately 9 months to complete.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$1,055,897						$1,055,897
Right Of Way/Utilities		$39,511						$39,511
Construction Management		$691,881						$691,881
Construction		$4,680,165						$4,680,165
Total		$6,467,454						$6,467,454

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
CVTIP		$2,948,455						$2,948,455
Measure X		$2,868,999						$2,868,999
Air Resources Grant		$200,000						$200,000
TAMC		$450,000						$450,000
Total		$6,467,454						$6,467,454

Project #: 1153
Project name: Guardrail Repair Program
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	
Useful Life	30 years	**Fund**	002
Contact	7554831	**Dept. Priority**	

Description

This project is to annually repair existing guardrails along County roads, or install new guardrail where warranted. Annual Program.

Justification

Guardrails along County roads can become damaged when struck by vehicles, and repair is necessary to provide a functional guardrail system to promote safety. Also, PWFP receives requests for installation of new guardrail, which may be recommended if conditions warrant.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Replace damaged or install new guardrail sections, on an annual basis as needed.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$90,000
Construction		$85,000	$85,000	$85,000	$85,000	$85,000	$85,000	$510,000
Total		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
Total		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000

Project #: 1155
Project name: Elkhorn Road Rehabilitation
Project address: Elkhorn Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	N/A

Description

The Project is to extend the service life of Elkhorn Road, a County-maintained road, from Hall Road to Kirby Road, near the community of Las Lomas. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, Elkhorn Road will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is fully funded by Measure X and SB 1, and was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly rehabilitated. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance forces. Previously listed as PW 2019-06.

Justification

Proposed project will extend the pavement life of the roadway so that it will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Solicit for construction bids and begin construction.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$468,661	$1,495						$470,156
Construction Management	$68,935	$1,020,036						$1,088,971
Construction	$1,602,173	$5,179,964						$6,782,137
Total	$2,139,769	$6,201,495						$8,341,264

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X	$1,069,885	$3,100,747						$4,170,632
SB 1	$1,069,884	$3,100,748						$4,170,632
Total	$2,139,769	$6,201,495						$8,341,264

Project #: 1159
Project name: Old Stage Road Rehab Alisal Rd to Iverson Rd
Project address: Old Stage Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	N/A

Description

The Project is to extend the service life of Old Stage Road, a County-maintained road, from Alisal Road to Iverson Road, near the community of Chualar. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, Old Stage Road will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is fully funded by Measure X, SB 1 and Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly rehabilitated. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance forces.

Justification

Proposed project will extend the pavement life of the roadway so that it will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue preliminary engineering/study for the various segments along Old Stage Rd. Construction is tentatively scheduled for the segment between Iverson Rd and Chualar Canyon Rd in FY27.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,547,092	$300,000	$300,000		$300,000	$200,000	$200,000	$2,847,092
Right Of Way/Utilities							$150,000	$150,000
Construction Management			$540,000		$540,000	$540,000	$540,000	$2,160,000
Construction	$3,700,329	$1,370,705	$3,630,000		$4,070,000	$4,730,000	$3,190,000	$20,691,034
Total	$5,247,421	$1,670,705	$4,470,000		$4,910,000	$5,470,000	$4,080,000	$25,848,126

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X	$2,260,332	$835,352	$2,235,000		$2,455,000	$2,735,000	$2,040,000	$12,560,684
SB 1	$2,260,333	$835,353	$2,235,000		$2,455,000	$2,735,000	$2,040,000	$12,560,686
TOT	$726,756							$726,756
Total	$5,247,421	$1,670,705	$4,470,000		$4,910,000	$5,470,000	$4,080,000	$25,848,126

Project #: 1163
Project name: Countywide Supplemental Roadway Vegetation Removal
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Construction
Useful Life	1 YEAR	**Fund**	002
Contact	B. Issa - 831-796-1343	**Dept. Priority**	TBD

Description

Given the rural nature of the majority of the County roads, vegetation (brushes/trees) encroach in the pavement/road right-of-way interfering and hindering sight distance of motorists. This project/task is to perform vegetation removal at various locations throughout the County. This is an Annual Program.

Justification

Performing this task is vital to ensure safe operation of County roads.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete scheduled vegetation removal and routine maintenance.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$14,000	$14,000	$14,000	$14,000	$14,000	$14,000	$84,000
Construction		$136,000	$136,000	$136,000	$136,000	$136,000	$136,000	$816,000
Total		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
Total		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000

Project #: 1170
Project name: Community Street Repair Program
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	10 years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	TBD

Description

The Project is to extend the service life of various community streets maintained by the County identified as pavement projects during the Measure X campaign, specifically identifying Chualar, Castroville, Pajaro, and Boronda. Project will repair and seal various streets as a preventative pavement maintenance measure. When complete, the various community streets will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County. The project is Categorically Exempt under CEQA, as the project is to maintain existing public roadways. The project is fully funded by Measure X. Ongoing maintenance of the facility will be minimal since preventative measures were recently applied. As the pavement facility ages, routine maintenance will be required as typically performed by Public Works Maintenance forces.

Justification

Proposed project will extend the pavement life of roadways/streets, that will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Perform scheduled street repair/resurfacing work for the current year.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
Construction		$900,000	$900,000	$900,000	$900,000	$900,000	$900,000	$5,400,000
Total		$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$6,000,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X		$1,000,000	$01,000,000	$01,000,000	$01,000,000	$01,000,000	$01,000,000	$6,000,000
Total		$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$6,000,000

Project #: 1175
Project name: G-12 Pajaro to Prunedale Corridor Study Project - Project Area 6 (Salinas and Pajaro Rd)
Project address: G-12 Corridor

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

Project to implement traffic calming/road diet on Porter Dr and Salinas Rd, in Pajaro. The Transportation Agency of Monterey County (TAMC) in partnership with the County of Monterey and California Department of Transportation (Caltrans) conducted a study of the G12 Corridor, extending from Pajaro to Prunedale, to identify improvements that will provide safer access to all modes of travel. The Corridor Study evaluated current and future travel patterns between the US101/ San Miguel Canyon Road Interchange in Prunedale, to the State Route 1 (SR1) / Salinas Road Interchange, to the end of Main Street in Pajaro. This project is for the Project Area 6 on the northern end of the G-12 corridor in Pajaro, approximately 1.6 miles long. The proposed improvements include: Implement a Road Diet on Salinas Road, Reduce from 4 lanes to 2 lanes, Install a Buffered Bike Lane (8' Class II Bike Lane with 6' Buffer); South of the Railroad Crossing, install a raised median on Salinas Road and an overhead arch sign with "Welcome to Pajaro," to provide entry features and an improved transition into Pajaro; Install 5' Class II Bike Lanes and 3' Buffer where feasible within Pajaro; Construct 5' Sidewalk where needed to fill in gaps in the pedestrian network, between Railroad Avenue and San Juan Road; Install Rectangular Rapid Flashing Beacons (RRFB) at existing mid-block crossing south of Bishop Street (in current County plans); Reconfigure the parking north of Bishop Street on the west side of G12 (Salinas Road) to be off-street, Adjacent to roadway, construct curb, gutter, 5' minimum sidewalk with 3' landscaped buffer, Provide diagonal front-end parking, Provide a 13' one-way Aisle for parking maneuvers, entry and exit, Provide a 5' minimum buffer adjacent to the building face, Provide entrance on Salinas Road, and exit on Bishop Street; Convert Salinas Road east leg approach at Porter Drive to be right turn only (outbound); Reconfigure the southbound approach of Porter Drive/Main Street at San Juan Road to include: 1 Right Turn Pocket, 1 Thru Lane, 2 Left Turn Lanes (1 trap left turn lane and 1 left turn pocket), 1 Receiving Lane southbound

Justification

The goal of the Pajaro to Prunedale Corridor Study Project is to facilitate critical multimodal transportation improvements that will reduce congestion, improve safety and operations, support the regional economy, and protect the North Monterey County environment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue design phase.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$302,354	$54,765						$357,119
Right Of Way/Utilities	$897							$897
Construction Management	$12,628	$76,000						$88,628
Construction		$808,778						$808,778
Total	$315,879	$939,543						$1,255,422

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X	$162,612	$365,343						$527,955
HSIP	$153,267	$574,200						$727,467
Total	$315,879	$939,543						$1,255,422

Project #: 1177
Project name: Chualar Safe Route to School Program
Project address: Chualar

Type	Bicycle & Pedestrian Facilities	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	M. Ramos-Peredia/755-4589	**Dept. Priority**	

Description

This project is to develop a network of pedestrian facilities in the community of Chualar by constructing 6,600 LF of curb and gutter, 39,600 SF of sidewalks, 2500 LF crosswalk/traffic/bike lane striping, 22 ADA curb ramps, necessary signage, Rectangular Rapid Flashing Beacons and bike lanes. Additionally, this project also includes community engagement/ educational Safe Routes to School information for the Chualar community. Previously tracked as Project PW 2024-12.

Justification

The county was awarded an Active Transportation Program grant to develop a network of pedestrian facilities in the community of Chualar by constructing 6,600 LF of curb and gutter, 39,600 SF of sidewalks, 2500 LF crosswalk/traffic/bike lane striping, 22 ADA curb ramps, necessary signage, Rectangular Rapid Flashing Beacons and bike lanes. These community improvements will provide the necessary infrastructure for community members to use of active modes of transportation, such as walking and biking.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Construction drawings and specifications being prepared. Construction schedule for FY 26.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$468,522	$604,494						$1,073,016
Right Of Way/Utilities		$38,000						$38,000
Construction Management		$454,040	$100,000					$554,040
Construction		$3,331,466	$731,494					$4,062,960
Other		$550,000	$361,000					$911,000
Total	$468,522	$4,978,000	$1,192,494					$6,639,016

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
ATP GRANT	$0,468,522	$4,687,984	$1,192,494					$6,349,000
Measure X		$290,016						$290,016
Total	$468,522	$4,978,000	$1,192,494					$6,639,016

Project #: 1178
Project name: San Ardo Safe Route to School Program
Project address: San Ardo

Type	Bicycle & Pedestrian Facilities	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25	**Fund**	002
Contact	Chad Alinio/831-755-4937	**Dept. Priority**	

Description

Construct curb and gutter, and sidewalk on one side of identified streets and corresponding pavement marking, signage and lighting. Project includes intersection of Godchaux/Center Street, continues on Godchaux Street to College Street, College Street to Annette Street. Center Street from Annette to Jolon St. Provide Safe Routes to School activities. Previously tracked as Project PW 2024-14.

Justification

Project benefits include the following: improved pedestrian safety, encourage pedestrian mobility and safety, community education about health benefits of walking and safety. These improvements will directly benefit the disadvantaged community of San Ardo consistent with the County mission, values, and goals.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

90% design drawings being prepared. Construction scheduled for August 2025. Tasks to be completed first year will be the preliminary engineering (PA&ED).

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$488,877	$194,665						$683,542
Right Of Way/Utilities		$38,000						$38,000
Construction Management		$214,507	$84,449					$298,956
Construction		$1,991,300	$348,700					$2,340,000
Other	$101,841	$251,659	$353,500					$707,000
Total	$590,718	$2,690,131	$786,649					$4,067,498

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
ATP	$411,001	$2,597,500	$786,649					$3,795,150
Measure X	$179,717	$92,631						$272,348
Total	$590,718	$2,690,131	$786,649					$4,067,498

Project #: 1179
Project name: Castroville- Active Transportation Project
Project address: Castroville

Type	Bicycle & Pedestrian Facilities	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	Chad Alinio/8317554937	**Dept. Priority**	

Description

Design and construction of 24 sidewalk improvements, 15 curb sidewalk with curb and gutter, 36 ADA ramps, cross walks, Class III Bike Lanes, and Safe Routes to School/education. Previously tracked as Project PW 2024-13.

Justification

The County was awarded an Active Transportation Program grant to connect gaps in the existing pedestrian and bicycle facilities in the community of Castroville. In partnership with the Monterey County Health Department (MCHD), Monterey County Department of Public Works, Facilities & Parks (PWFP) proposes to add a mile of sidewalk and improve curb, gutter, ADA ramps and bulb outs along key destination routes to home, school, work, and critical goods, and services. This project will connect sidewalks in at least 24 locations, construct 15 curb and gutters, and improve 36 ADA ramps. In addition, Class III Bike Lanes will be added to Seymour Street, Union Street and Mead Street connecting to key destinations, and bicycle facilities. The proposed project includes both infrastructure and non-infrastructure components designed to increase walking opportunities in the Castroville community, promote multimodal transportation, enhance safety and mobility of on-motorized users, and enhance public health.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Preliminary design and environmental studies initiated.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$341,932	$660,389						$1,002,321
Right Of Way/Utilities		$38,000						$38,000
Construction Management			$643,043					$643,043
Construction			$4,286,957					$4,286,957
Other		$1,008,000						$1,008,000
Total	$341,932	$1,706,389	$4,930,000					$6,978,321

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
ATP GRANT	$37,000	$1,496,000	$4,930,000					$6,463,000
Measure X	$304,932	$210,389						$515,321
Total	$341,932	$1,706,389	$4,930,000					$6,978,321

Project #: 1181
Project name: Boronda Road Bridge
Project address: Boronda Road Bridge; Co. No. 507; St. No. 44C0099

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	100 Years	**Fund**	002
Contact	D. Poochigian/831-755-4888	**Dept. Priority**	

Description

Boronda Road Bridge is a Seismic Retrofit Repair or Replacement of the existing Boronda Road Bridge.

Justification

A seismic retrofit strategy report from 1998 indicated that the Boronda Road Bridge should be seismic retrofitted with replacement as an option. The project was dropped from the seismic retrofit program during the early preliminary design phase. Caltrans is now requiring this bridge to be seismic retrofitted or replaced. Federal Highway Bridge Project (HBP) funds of $835,000 have been authorized for the PE phase of this project.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Start preliminary design and environmental clearance of the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$164,976	$340,000	$250,165	$150,000	$57,808			$962,949
Total	$164,976	$340,000	$250,165	$150,000	$57,808			$962,949

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$146,055	$301,002	$221,471	$132,795	$51,177			$852,500
State Seismic Match	$18,923	$38,998	$28,694	$17,205	$6,631			$110,451
Total	$164,978	$340,000	$250,165	$150,000	$57,808			$962,951

Project #: 1182
Project name: Jolon Rd Rehabilitation (US101 to 6 miles n/o Mission Rd)
Project address: Jolon Rd

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	002
Contact	E. Saavedra / 755-8970	**Dept. Priority**	TBD

Description

The Project is to extend the service life of Jolon Road, a County maintained road, from the southern US-101 interchange to 5.7 miles north of Mission Road, near the community of Lockwood, approximately 27 miles in length. Project will rehabilitate the roadway pavement by performing localized pavement repairs and resurfacing the road with hot-mix-asphalt. When complete, Jolon Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The preliminary engineering/planning phase of the project is fully funded by Measure X, as it was identified as a pavement project during the Measure X campaign. Due to the length of the project, PWPF is pursing the Defense Community Infrastructure Program grant to the fund the construction phase of the project. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of County of Monterey.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Commence preliminary engineering/design in FY26.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$100,000	$100,000	$100,000	$100,000			$400,000
Construction Management		$130,000	$600,000	$600,000	$600,000			$1,930,000
Construction		$1,000,000	$11,550,000	$11,550,000	$11,550,000			$35,650,000
Total		$1,230,000	$12,250,000	$12,250,000	$12,250,000			$37,980,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
TOT		$1,230,000						$1,230,000
Unfunded			$12,250,000	$12,250,000	$12,250,000			$36,750,000
Total		$1,230,000	$12,250,000	$12,250,000	$12,250,000			$37,980,000

Project #: 1184
Project name: Bridge Preventative Maintenance Program (BPMP)
Project address: Co. Bridge Nos. 410,423,411,430,549,527,547,548

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	50 Years	**Fund**	002
Contact	831-755-4888	**Dept. Priority**	

Description

Federal Bridge Preventive Maintenance Program (BPMP) painting of various bridges as follows: South County Bridges: North Fork Rd Br; Co. No. 410 : Griffin Road Bridge; Co. No. 423: Milpitas Road Bridge; Co. No. 411: Parkfield Coalinga Road Bridge; Co. No. 430 Carmel Valley/Big Sur Bridges: Carmel Valley Road Bridge; Co. No. 549: Garrapatos Road Bridge; Co. No. 527: Old Coast Road Bridges; Co. No. 548 & 547

Justification

BPMP federal funding grant to paint county bridges that qualify.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Initiate Preliminary Engineering (PE) for federal project

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$182,736	$134,004	$251,740	$429,000				$997,480
Right Of Way/Utilities				$260,000				$260,000
Construction Management					$600,000			$600,000
Construction					$4,415,000			$4,415,000
Total	$182,736	$134,004	$251,740	$689,000	$5,015,000			$6,272,480

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$146,189	$107,203	$201,392	$551,200	$4,012,000			$5,017,984
Measure X	$36,547	$26,801	$50,348	$137,800	$1,003,000			$1,254,496
Total	$182,736	$134,004	$251,740	$689,000	$5,015,000			$6,272,480

Project #: 1185
Project name: Carmel Valley Road Resurfacing
Project address: Carmel Valley Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Carmel Valley Road, a County maintained road, from Carmel Rancho Boulevard to Via Petra Road, near Carmel. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, Carmel Valley Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is fully funded by Measure X, SB 1, and Transient Occupancy Tax. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Seek construction funds. Project partially funded in FY 25/26.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$277,094	$289,760						$566,854
Construction Management	$9,500	$223,646	$560,000					$793,146
Construction		$560,000	$5,225,000					$5,785,000
Total	$286,594	$1,073,406	$5,785,000					$7,145,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1	$143,297	$36,703	$2,892,500					$3,072,500
Measure X	$143,297	$36,703	$2,892,500					$3,072,500
TOT		$1,000,000						$1,000,000
Total	$286,594	$1,073,406	$5,785,000					$7,145,000

Project #: 2202
Project name: Nacimiento Lake Drive - Bridge No. 449 Replacement
Project address: Nacimiento Lake Drive

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Construction
Useful Life	50 Years	**Fund**	002
Contact	K. Oyama / 755-5090	**Dept. Priority**	TBD

Description

Replacement of the existing Nacimiento Lake Drive Bridge over San Antonio River with a new 34-foot wide and 297-foot-long bridge.

Justification

The existing one-lane bridge (17 feet wide and 292 feet long) constructed in 1921 does not meet current design/seismic standards. The existing bridge is functionally and structurally deficient. Not constructing the project will leave a functionally obsolete and structurally deficient bridge in place.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Construction is complete. Project closeout and plant establishment will continue in FY 2024/25.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,714,527							$1,714,527
Right Of Way/Utilities	$654,442							$654,442
Construction Management	$2,427,053	$18,000	$18,000	$18,000	$18,000	$18,000		$2,517,053
Construction	$5,657,671	$30,000	$30,000	$30,000	$30,000	$30,000		$5,807,671
Total	$10,453,693	$48,000	$48,000	$48,000	$48,000	$48,000		$10,693,693

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$8,222,157							$8,222,157
Measure X	$1,688,795	$48,000	$48,000	$48,000	$48,000	$48,000		$1,928,795
Road Fund	$542,741							$542,741
0		$1						$1
Total	$10,453,693	$48,001	$48,000	$48,000	$48,000	$48,000		$10,693,694

Project #: 3600
Project name: Davis Road - Bridge Replacement and Road Widening
Project address: Davis Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Permitting
Useful Life	50 Years	**Fund**	002
Contact	E. Saavedra - 755-8970, K. Oyama - 755-5090	**Dept. Priority**	N/A

Description

Replacement of an existing two-lane, low-level bridge with a high-level, four-lane bridge, approximately 74-feet wide and 1,700-feet long with 8-foot shoulders. Widen Davis Road to four lanes from Blanco and Reservation roads.

Justification

The scope consists of construction of an all-weather crossing, which will accommodate high flow levels of the Salinas River and widen Davis Road as described in the Regional Transportation Plan (RTP). The existing bridge, originally built in 1949, typically closes during higher flow periods of the Salinas River. The duration of the closure depends on amount of yearly rainfall and could last for weeks. Davis Road is an existing two-lane facility. To meet regional travel demands projected in the area, TAMC has designated this section of Davis Road part of the Multimodal Corridor.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project is in the Final Design and Right-of-Way phases. Continue to complete easement purchases and obtain the project's regulatory permits. Work is partially funded in FY 24.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$7,012,968		$472,217					$7,485,185
Right Of Way/Utilities	$4,924,976	$159,071	$3,164,010					$8,248,057
Construction Management		$60,000	$2,183,998	$2,183,998	$2,951,998			$7,379,994
Construction			$24,577,619	$24,577,619	$32,770,159			$81,925,397
Total	$11,937,944	$219,071	$30,397,844	$26,761,617	$35,722,157			$105,038,633

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP Caltrans	$6,024,011		$16,593,291	$15,987,611	$21,207,878			$59,812,791
EG Development	$908,008		$373,802					$1,281,810
RSTP	$2,531,098	$219,071	$449,494					$3,199,663
Gas Tax	$502,102							$502,102
CDBG			$9,690,821	$10,076,332	$10,700,847			$30,468,000
FORA	$1,972,725							$1,972,725
Air District			$350,000					$350,000
Unfunded			$2,940,436	$697,674	$3,813,432			$7,451,542
Total	$11,937,944	$219,071	$30,397,844	$26,761,617	$35,722,157			$105,038,633

Project #: 3851
Project name: Robinson Canyon Road - Bridge Scour Repair
Project address: Robinson Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Permitting
Useful Life	50 Years	**Fund**	002
Contact	J. Gomez - 755-4816	**Dept. Priority**	TBD

Description

Project involves placement of scour countermeasures to protect two exposed bridge pier footings. The countermeasures consist of placing rock slope protection (RSP also known as riprap), sheet pile, or other scour-control measures to reduce scour and undermining of structure footing. The footprint of the RSP, sheet pile, or other scour-control measures will extend no farther than 100 feet from each bridge face.

Justification

The bridge has been evaluated by Caltrans Structural engineers and determined to be scour critical. The Caltrans Bridge Maintenance Bridge Inspection Report recommended the County "implement properly engineered scour countermeasures to protect the piers from scour." The project will prevent further undermining of piers/pile caps. Not constructing the project will leave the bridge at potential risk from scouring by the Carmel River.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

As of November 2024, construction substantially complete, except for post-construction environmental mitigation activities.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,223,081	$29,586						$1,252,667
Right Of Way/Utilities	$353,989							$353,989
Construction Management	$631,945	$417,719	$18,000	$18,000	$18,000	$18,000		$1,121,664
Construction	$2,449,386	$382,985	$55,000	$55,000	$53,000	$50,000		$3,045,371
Total	$4,658,401	$830,290	$73,000	$73,000	$71,000	$68,000		$5,773,691

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$3,856,653	$339,057						$4,195,710
Measure X	$353,428	$447,305	$73,000	$73,000	$71,000	$68,000		$1,085,733
Toll Credit	$448,320	$43,928						$492,248
Total	$4,658,401	$830,290	$73,000	$73,000	$71,000	$68,000		$5,773,691

Project #: 3852
Project name: Bradley Road - Bridge Scour Repair
Project address: Bradley

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Bid/RFP
Useful Life	50 Years	**Fund**	002
Contact	J. Gomez - 755-4816	**Dept. Priority**	TBD

Description

Project involves placement of scour countermeasures to protect two exposed bridge pier footings. The countermeasures will consist of placing rock slope protection (RSP also known asriprap). Sheet pile, or other scour-control measures, to reduce scour and undermining of structure footing is needed. The footprint of the RSP, or other scour-control measures will extend no farther than 100-feet from each bridge face.

Justification

The Bridge has being evaluated by Caltrans Structural engineers and determined to be scour critical. The Caltrans Bridge Maintenance Bridge Inspection Report recommended the County "implement properly engineered scour countermeasures to protect the piers from scour." The project will prevent further undermining of piers/pile caps. Not constructing the project will leave the bridge at potential risk from scouring by the Salinas River.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue construction phase of the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,017,035							$1,017,035
Right Of Way/Utilities	$88,792							$88,792
Construction Management	$1,346,605	$150,083	$19,046	$19,046	$19,046	$19,046		$1,572,872
Construction	$8,570,713	$84,203						$8,654,916
Total	$11,023,145	$234,286	$19,046	$19,046	$19,046	$19,046		$11,333,615

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$11,023,145	$154,203						$11,177,348
Measure X		$80,083	$19,046	$19,046	$19,046	$19,046		$156,267
Total	$11,023,145	$234,286	$19,046	$19,046	$19,046	$19,046		$11,333,615

Project #: 3853
Project name: Gonzales River Road - Bridge Replacement Project
Project address: Gonzales River Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	50 Years	**Fund**	002
Contact	J. Gomez - 755-4816	**Dept. Priority**	TBD

Description

The existing Gonzales River Road Bridge will be replaced with a new bridge approximately 44-feet wide and 1,661-feet long and will be elevated to provide for adequate clearance during high-flow storm events. Just the design and environmental documentation for the project is listed, the right-of-way and construction costs will be estimated and budgeted at future date.

Justification

The existing two-lane, 29-span Bridge was constructed in 1930. Seismic retrofitted with outrigger pier and pier cap substructure was constructed in 2002. The 22-foot, 6-inches wide, and 1,661-foot-long existing bridge is functionally obsolete and structurally deficient.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue the design and environmental work for the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,675,470	$1,757,515	$676,587	$200,000	$180,000			$4,489,572
Right Of Way/Utilities	$120,000	$264,052	$300,000	$320,000	$270,000			$1,274,052
Construction Management				$1,025,000	$840,000			$1,865,000
Construction				$30,800,000	$4,400,000			$35,200,000
Total	$1,795,470	$2,021,567	$976,587	$32,345,000	$5,690,000			$42,828,624

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
FHWA Caltrans	$1,660,060	$1,789,693	$864,572	$27,727,596	$4,293,705			$36,335,626
Measure X	$135,410	$703	$112,015	$3,592,404	$566,295			$4,406,827
Gas Tax		$231,171		$36,704	$30,969			$298,844
Unfunded				$1,025,000	$840,000			$1,865,000
Total	$1,795,470	$2,021,567	$976,587	$32,381,704	$5,730,969			$42,906,297

Project #: 3854
Project name: Hartnell Road - Bridge Replacement
Project address: Hartnell Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Bid/RFP
Useful Life	50 Years	**Fund**	002
Contact	J. Gomez - 755-4816	**Dept. Priority**	TBD

Description

Replace an existing two-lane, box culvert/bridge over Alisal Creek. The new bridge will be 45-feet 3-inches wide and 26-feet long.

Justification

The existing two-lane, 2-span bridge was constructed in 1945 and is 23-feet 7-inches wide and 22-feet long. The existing bridge does not meet current structural design standards. The existing bridge is currently posted to limit traffic to below legal load capacity.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete construction of the Project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,101,223	$3,244						$1,104,467
Right Of Way/Utilities	$356,741							$356,741
Construction Management	$1,287,923	$45,044	$40,000	$40,000	$40,000			$1,452,967
Construction	$3,647,355							$3,647,355
Total	$6,393,242	$48,288	$40,000	$40,000	$40,000			$6,561,530

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
HBP	$4,917,647							$4,917,647
Measure X	$648,715	$48,288	$40,000	$40,000	$40,000			$817,003
Toll Credits	$826,880							$826,880
Total	$6,393,242	$48,288	$40,000	$40,000	$40,000			$6,561,530

Project #: 3856
Project name: Countywide - Striping Program
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Construction
Useful Life	3-5 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

This is an annual program to perform to perform traffic striping maintenance work, mainly funded by Measure X and/or SB 1. In years past, County Road Maintenance deployed a maintenance striping program consisting of an application for paint striping to multiple County roads, performed per Caltrans Standards. The County's striper truck is no longer operational which impacted the striping project in fiscal year 19/20. To continue the striping program next year, restriping of County roads is proposed to be performed by a striping contractor, while the County purchases a new striper truck to initiate this previous routine program. Note that this program does not include the thermoplastic striping. This is for the paint striping, which is the majority of County roads that are centerline-striped.

Justification

Essential traffic safety program throughout the County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Stripe various County roads. This is an Annual Program.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$120,000
Construction Management		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$180,000
Construction		$550,000	$550,000	$550,000	$550,000	$550,000	$550,000	$3,300,000
Total		$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$3,600,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1		$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$3,600,000
Total		$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$3,600,000

Project #: 3857
Project name: Monte Road Bridge 135 - Paint Steel Girders
Project address: Monte Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 YEARS	**Fund**	002
Contact	K. Oyama/755-5090	**Dept. Priority**	TBD

Description

The project will repaint the existing steel members of the bridge to protect from further corrosion.

Justification

Bridge inspections have determined the bridge to be at risk of severe deterioration if bridge girders are not painted to protect from corrosion.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue with project design and permitting.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$291,217	$237,299	$33,227					$561,743
Construction Management			$364,157					$364,157
Construction			$1,705,000					$1,705,000
Total	$291,217	$237,299	$2,102,384					$2,630,900

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
BPMP		$210,080	$1,861,241					$2,071,321
Measure X	$291,217	$27,218	$241,144					$559,579
Total	$291,217	$237,298	$2,102,385					$2,630,900

Project #: 3860
Project name: Chualar Canyon Rd Four Bridges Replacement
Project address: Chualar Canyon Road

Type	Bridges	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	50 Years	**Fund**	TBD
Contact	D. Poochigian/831-755-4800	**Dept. Priority**	TBD

Description

The Chualar Canyon Road Bridges project would replace the existing Chualar Canyon Road Bridges Co. No. 302, Co. No. 303, Co. No. 304, and Co. No. 305 as recommended by the Chualar Bridges Planning Memorandum conducted by Moffatt & Nichol engineering consultant under contract with Monterey County PWFP. Previously tracked as Project 500302.

Justification

The Chualar Canyon Road Bridges Co. No. 302, Co. No. 303, Co. No. 304, and Co. No. 305 were inspected by Moffatt & Nichol. The load ratings of the four bridges were also conducted to determine the load capacity of each bridge. The inspection identified deteriorating and "soft" concrete abutments and insufficient structural capacity under legal loads due to limited superstructure capacity and substructure deterioration. The bridge superstructure capacities do not meet current legal load requirements for all four bridges. Presently emergency vehicle access is restricted due to the below legal capacity of the four bridges.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Preliminary design, type selection and environmental studies are essentially complete. Received proposal from designer (Moffatt & Nichol) for final design services. Awaiting funding to proceed with these services.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$562,694			$365,786	$66,705			$995,185
Right Of Way/Utilities				$90,000	$135,000			$225,000
Construction Management					$198,000			$198,000
Construction					$945,100	$944,900		$1,890,000
Total	$562,694			$455,786	$1,344,805	$944,900		$3,308,185

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1	$562,694			$455,786	$201,705			$1,220,185
Unfunded					$1,143,100	$944,900		$2,088,000
Total	$562,694			$455,786	$1,344,805	$944,900		$3,308,185

Project #: 4000
Project name: Local Road Rehabilitation Program
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	Enrique Saavedra / 755-8790	**Dept. Priority**	TBD

Description

The local roads rehabilitation program is a 10-year pilot program that functions on a 'pay as you go' (PAYGo) basis. The primary dedicated funding source is the Road Fund's share of the County Transient Occupancy Tax (TOT), currently approximately $10 million per year that is allocated to mandated roads maintenance work. TOT funding is supplemented by approximately $1.4 million in Measure X funding for smaller communities. TOT funding is allocated into individual program components in the following approximate proportions: $2.0 million – Annual Seal Coat Program (Project 5522); $1.0 million – Maintenance crew needs; County Road Maintenance Program (CRMP, Project 5101) - $1.5 million to address smaller road maintenance items in Supervisorial Districts that are outside of budgeted/planned activities, which do not rise to the level of a capital project; $5.5 million - Other planned projects in the Local Road Rehabilitation Program. The Seal Coat Program provides vital maintenance for the longevity of roads throughout the County. Generally, the PWFP Pavement Management Program keeps the majority of wear-damaged roads usable by employing light maintenance, such as slurry seal, chip seal or thin overlay processes. At the same time, a small amount of road segments are overhauled using large dig-outs or total section reconstruction because maintenance has been neglected for too long. The latter is a more expensive proposition per linear length of road. The balance of regular light maintenance routine and gradual reconstruction of road segments prolongs the replacement of good to moderately worn roads at a lower overall cost.

Justification

This 10-year program is funded primarily with TOT funds to improve local roads. By utilizing TOT funding, this program allows other funds, such as Measure X and SB1, to be dedicated to major maintenance and road improvement projects consistent with what was originally envisioned and approved by voters in 2016 and 2017 (i.e., for improvements to higher-volume County roads that strengthen the economic backbone of the region).

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Annual local roads projects are determined by PWFP - Roads and Bridges staff based on highest need consistent with the priorities set by the Local Roads Rehabilitation Program policy. Work planned for FY 26/27 includes road segments in Spreckels, San Ardo, and Carmel Valley Village.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000
Construction Management			$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000
Construction			$3,996,205	$3,996,205	$3,996,205	$3,996,205	$3,996,205	$19,981,025
Contingency			$600,000	$600,000	$600,000	$600,000	$600,000	$3,000,000
Total			$5,396,205	$5,396,205	$5,396,205	$5,396,205	$5,396,205	$26,981,025

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
TOT			$5,396,205	$5,396,205	$5,396,205	$5,396,205	$5,396,205	$26,981,025
Total			$5,396,205	$5,396,205	$5,396,205	$5,396,205	$5,396,205	$26,981,025

Project #: 450001
Project name: San Benancio Rd Resurfacing
Project address: San Benancio Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of San Benancio Road, a County maintained road, from State Route 68 to 1.3 miles south of Harper Canyon Road, near the city of Salinas. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt concrete. When complete, San Benancio Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance. Recommended for Measure AA funding.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Initiate design phase (if funded).

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$110,000						$110,000
Construction		$1,155,000						$1,155,000
Total		$1,265,000						$1,265,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure AA		$1,265,000						$1,265,000
Total		$1,265,000						$1,265,000

Project #: 450006
Project name: Dolan Road Reconstruction
Project address: Dolan Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	N/A

Description

The Project is to extend the service life of Dolan Road, a County maintained road, from State Route 1 to Castroville Boulevard, near the community of Moss Landing. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, Dolan Road will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project to be funded by Measure X and SB 1. Maintenance on the facility will be minimal since the roadway will be newly rehabilitated. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance forces.

Justification

Proposed project will extend the pavement life of the roadway so that it will continue to provide transportation mobility for the residents, businesses, and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Commence preliminary engineering in FY29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction Management		$190,000						$190,000
Construction		$1,995,000						$1,995,000
Total		$2,185,000						$2,185,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure AA		$2,185,000						$2,185,000
Total		$2,185,000						$2,185,000

Project #: 5101
Project name: Community Road Maintenance Program
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	
Useful Life	2 to 20 years	**Fund**	002
Contact	L. Lerable / 755-5061	**Dept. Priority**	TBD

Description

This project is part of the Local Road Rehabilitation Program. Throughout the year, Supervisorial Districts request services to address smaller road maintenance items that are outside of the budgeted/planned activities, and do not rise to the level of a capital project. The County Road Maintenance Program (CRMP) intends to allocate a specific amount of Measure X funding for Supervisorial Districts to prioritize and address road maintenance services in their areas.

Justification

Monterey County PWFP preserves the product-to-market infrastructure for the County's transportation needs, and addresses issues in the right-of-way.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Perform road repair / resurfacing for the current year. Annual Program.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
Construction Management	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
Construction	$1,402,000	$1,402,000	$1,402,000	$1,402,000	$1,402,000	$1,402,000	$1,402,000	$9,814,000
Total	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$11,214,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
TOT	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$11,214,000
Total	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$1,602,000	$11,214,000

Project #: 5900
Project name: Countywide - NPDES Streetsweeping
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Construction
Useful Life	1 Year	**Fund**	002
Contact	T. Moss - 831-755-5847	**Dept. Priority**	TBD

Description

State mandate requires the County to comply with the Federal Clean Water Act - Stormwater National Pollution Discharge Elimination System (NPDES) permits. The permit requires a Stormwater Pollution Prevention Plan (SWPPP) which includes: 1. perform scheduled sweeping efforts for all urban areas with curb and gutters; 2. stenciling of drain inlets; 3. monitoring of storm drain outfall; 4. code enforcement of private construction to conform with area SWPPP; 5. inspection of industrial and commercial sites for conformance of on-site SWPPP; 6. provide public education especially for industries and commercial establishments; 7. detection of illicit discharge and elimination; 8. provide staff training for NPDES stormwater inspection; and other permit requirements. Funding under this Capital Project will meet a portion of the permit requirements by performing streetsweeping at various locations throughout the County.

Justification

One way to control roadway runoff is to use streetsweeping to remove pollutants before they are transported in stormwater runoff. Urban runoff or stormwater, is the largest source of water pollution in California. Urban runoff carries toxics, oil, grease, bacteria, viruses, and other pollutants and dumps them, untreated, into local waterways.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete scheduled street sweeping. This is an Annual Program.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$60,000
Construction Management		$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$120,000
Construction		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
Total		$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$1,080,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1		$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$1,080,000
Total		$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$1,080,000

Project #: 621071
Project name: Palo Colorado - MP 4.0 to MP 7.8 Emergency
Project address: Palo Colorado

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 Years	**Fund**	002
Contact	V. Gutierrez - 831-755-4806	**Dept. Priority**	TBD

Description

The 2017 Winter Storms caused severe storm damage to different locations along Palo Colorado Road, near Big Sur. Approximately 3.5 miles of roadway experienced "slip out" failure. This project will rebuild the road by importing suitable fill, installing soil nail walls (or other soil retaining method), and improving stormwater drainage. This is a FEMA eligible reimbursement project.

Justification

FEMA reimbursable project from the 2017 Winter Storms.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete environmental documentation and preliminary design for the project. Commence permitting phase of the project. Seek grants.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$1,355,259	$710,412	$89,900					$2,155,571
Right Of Way/Utilities			$150,000	$575,000				$725,000
Construction Management			$1,400,000	$700,000				$2,100,000
Construction			$7,381,000	$4,939,000				$12,320,000
Total	$1,355,259	$710,412	$9,020,900	$6,214,000				$17,300,571

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X	$1,355,259	$710,412	$89,900					$2,155,571
Unfunded			$8,931,000	$6,214,000				$15,145,000
Total	$1,355,259	$710,412	$9,020,900	$6,214,000				$17,300,571

Project #: 621095c
Project name: Viejo Road - Shoulder and Asphalt Repair
Project address: Viejo Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	25 Years	**Fund**	002
Contact	V. Gutierrez - 755-4806	**Dept. Priority**	N/A

Description

Viejo Road is a two-way, non-striped paved asphalt road used by residents and emergency vehicles. The proposed project will repair the roadway to pre-storm conditions. The project consists of pavement and slope repair. Included in FY18/19 CIP as 2017 Storm Damage project MTMOC88. Also tracked in previous years as Project PW 2020-13.

Justification

Torrential rainfall came down the upslope and overwhelmed the culvert, used to carry water under the road and out to the downslope side. Rainwater then poured over the low spot on the road, over the edge onto the culvert below. This enormous amount of flooding eroded under the support of the culvert, causing it to break. The water rose, filling the downslope valley and began swirling, eroding away a section of embankment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Commence construction phase of the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$647,500	$27,171						$674,671
Construction Management		$386,700						$386,700
Construction		$830,197						$830,197
Total	$647,500	$1,244,068						$1,891,568

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Measure X	$647,500	$1,244,068						$1,891,568
Total	$647,500	$1,244,068						$1,891,568

Project #: 8168
Project name: Chualar Wastewater System Consolidation
Project address: Chualar, CA

Type	Sewer	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	50 Years	**Fund**	TBD
Contact	B. Young	**Dept. Priority**	

Description

This project is expected to result in an 8-mile-long sewer line and pump stations to connect wastewater from Chualar to the City of Salinas sewer system for treatment at the Monterey One regional treatment plant. The State Water Quality Control Board has provided $2.5 million in funding to analyze options for treating Chualar's wastewater and eliminating the oxidation ponds along the Salinas River which were overwhelmed by flooding in 2023.

Justification

Eliminate the risk of ground and surface water contamination in the event of severe flooding as well as contaminant infiltration.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete a preliminary project report and preliminary project design with funding provided by the State Water Board in a $2.5 million planning grant. Construction funding of approximately $25 million is expected to be awarded by the State Water Board after a preferred project has been identified.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$80,000	$238,000	$1,632,000	$800,000	$250,000			$3,000,000
Right Of Way/Utilities				$250,000	$250,000			$500,000
Construction Management					$500,000	$1,000,000	$500,000	$2,000,000
Construction					$5,000,000	$10,000,000	$5,000,000	$20,000,000
Contingency					$500,000	$1,000,000	$500,000	$2,000,000
Total	$80,000	$238,000	$1,632,000	$1,050,000	$6,500,000	$12,000,000	$6,000,000	$27,500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
CSWB Grant Ph 1	$80,000	$238,000	$1,632,000	$550,000				$2,500,000
CSWB Grant Ph 2 (Pending Application)				$500,000	$6,500,000	$12,000,000	$6,000,000	$25,000,000
Total	$80,000	$238,000	$1,632,000	$1,050,000	$6,500,000	$12,000,000	$6,000,000	$27,500,000

Project #: 8169
Project name: USDA Grant for Sewer Work in PCSD
Project address: Pajaro, CA

Type	Sewer	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	
Useful Life		**Fund**	
Contact	Benny Young, 831-755-5019	**Dept. Priority**	

Description

The goal of this project is to address existing wastewater system deficiencies to minimize negative impacts of severe winter storms, including potential failures of the aging lift station and to add resiliency to the community sewer collection system.

Justification

Repairs and improvements are necessary to improve the wastewater infrastructure system capacity and resilience, to reduce long-term risks in future disasters, and to provide reliable service to the residents of Pajaro County Sanitation District. Specifically, this grant will fund gravity sewer repairs in Las Lomas, and the pump station that serves all of PCSD (Bay Farms, Las Lomas, and Pajaro). GRANT AMOUNT: $4,075,000: This USDA Grant will permit the County to make critically needed near-term improvements, which must be completed within 3 years.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Finalize funding agreement with USDA and retain design consultant under USDA guidelines. Begin project design and environmental permitting for construction which is expected to begin FY 2027/28.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$250,000	$194,000	$40,000			$484,000
Construction Management				$240,000	$121,000			$361,000
Construction				$1,450,000	$964,000			$2,414,000
Contingency				$500,000	$316,000			$816,000
Total			$250,000	$2,384,000	$1,441,000			$4,075,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
USDA Grant			$250,000	$2,384,000	$1,441,000			$4,075,000
Total			$250,000	$2,384,000	$1,441,000			$4,075,000

Project #: 8815
Project name: CSA/CSD Water and Sewer Projects Using ARPA Funds
Project address: Countywide

Type	Water	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	404
Contact	T. Moss - 831-755-5847	**Dept. Priority**	TBD

Description

This project designates a portion of the County's anticipated American Rescue Plan Act (ARPA) funding to water and sewer system improvement projects in the County's County Service Areas and County Sanitation Districts. Project funds must be encumbered by December 31, 2024 and expended by December 31, 2026.

Justification

Many of the CSA/CSD water and sewer systems are very old and in urgent need of replacement. Setting aside ARPA funding for water and sewer systems would allow the County to provide drinking water and more reliable sanitation systems and facilities for residents.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue construction progress. All work is planned to be completed by the program deadlines.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction	$3,413,735	$200,000	$486,265					$4,100,000
Total	$3,413,735	$200,000	$486,265					$4,100,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
ARPA Funding	$3,413,735	$200,000	$486,265					$4,100,000
Total	$3,413,735	$200,000	$486,265					$4,100,000

Project #: 8875
Project name: Countywide - Proactive Drainage Maintenance & Flood Protection
Project address: Countywide

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Construction
Useful Life	1 YEAR	**Fund**	002
Contact	B. Issa - 831-796-1343	**Dept. Priority**	TBD

Description

Within the 1,200-lane miles of County road infrastructure are various drainage facilities, ranging from open roadside ditches to underground culverts/drainage pipes. These drainage facilities serve to divert stormwater runoff and allows safe passage of vehicles on County roads during rain and storm events. This project/task is to perform drainage maintenance at various locations throughout the County.

Justification

Performing this task is vital to ensure safe operation of County roads during rain and storm events and prevent potential premature deterioration of the road pavement.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete scheduled drainage maintenance. This is an Annual Program.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$25,000	$25,000	$25,000	$25,000	$25,000	$125,000
Construction Management			$75,000	$75,000	$75,000	$75,000	$75,000	$375,000
Construction			$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000
Total			$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1			$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000
Total			$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000

Project #: PW 2020-3
Project name: Blackie Road Rehabilitation
Project address: Blackie Road @ Commercial Pkwy

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	TBD

Description

The Project is to extend the service life of Blackie Road, a County maintained road, from Commercial Parkway to 2.7 miles east, near the community of Castroville. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, Blackie Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project will be funded by Measure X, and SB 1. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

None. Project to commence engineering/design in FY 26/27.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$800,000					$800,000
Construction Management				$800,000				$800,000
Construction				$5,500,000				$5,500,000
Total			$800,000	$6,300,000				$7,100,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1			$400,000	$3,150,000				$3,550,000
Measure X			$400,000	$3,150,000				$3,550,000
Total			$800,000	$6,300,000				$7,100,000

Project #: PW 2021-04
Project name: G-12 Pajaro to Prunedale Corridor Study Project - Project Area 2
Project address: G-12 Corridor

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

The Transportation Agency of Monterey County (TAMC) in partnership with the County of Monterey and California Department of Transportation (Caltrans) conducted a study of the G12 Corridor, extending from Pajaro to Prunedale, to identify improvements that will provide safer access to all modes of travel. The Corridor Study evaluated current and future travel patterns between the US101/San Miguel Canyon Road Interchange in Prunedale, to the State Route 1 (SR1)/Salinas Road Interchange, to the end of Main Street in Pajaro. This project is for the Project Area 2 on San Miguel Canyon Road (G12), located north of Prunedale between Castroville Boulevard and Corto San Miguel Road. The proposed improvement concepts include: Echo Valley Road Alternative 1: Realigning Echo Valley Road approach at San Miguel Canyon Road to align with Garlen Lane and Installing a Roundabout at the junction; and Widen to provide a center two-way left-turn lane on San Miguel Canyon Road between Pond Derosa Lane and Paradise Road; Echo Valley Road Alternative 2: Widen to provide a center two-way left-turn lane on San Miguel Canyon Road between Pond Derosa Lane and Paradise Road (only); Install a Roundabout at San Miguel Canyon Road and Strawberry Road; and Widen to provide a center two-way left-turn lane on San Miguel Canyon Road between Mark Ryan Estates and Woodland Hill Lane.

Justification

The goal of the Pajaro to Prunedale Corridor Study Project is to facilitate critical multimodal transportation improvements that will reduce congestion, improve safety and operations, support the regional economy, and protect the North Monterey County environment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue to seek funding.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$1,502,812					$1,502,812
Right Of Way/Utilities			$475,000					$475,000
Total			$1,977,812					$1,977,812

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Unfunded			$1,977,812					$1,977,812
Total			$1,977,812					$1,977,812

Project #: PW 2021-05
Project name: G-12 Pajaro to Prunedale Corridor Study Project - Project Area 3
Project address: G-12 Corridor

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

The Transportation Agency of Monterey County (TAMC), in partnership with the County of Monterey and California Department of Transportation (Caltrans), conducted a study of the G12 Corridor, extending from Pajaro to Prunedale, to identify improvements that will provide safer access to all modes of travel. The Corridor Study evaluated current and future travel patterns between the US101/ San Miguel Canyon Road Interchange in Prunedale, to the State Route 1 (SR1) / Salinas Road Interchange, to the end of Main Street in Pajaro. This project is for the Project Area 3, that entails the Las Lomas area, between San Miguel Canyon Road and Elkhorn Road. The proposed improvements for Project Area 3 (Las Lomas Area) include: Hall Road at San Miguel Canyon Road; Modify existing traffic signal, remove free right turn eastbound. Hall Road at Sill Road Alternatives; Alternative 1: Roundabout (preferred) Alternative 2: Traffic Signal on Hall Road at Las Lomas Drive, and Willow Road. Install a modern Roundabout Realign Sill Road and Las Lomas Drive east of the intersection, to form a single junction point at Hall Road Restrict left turns out of Willow Road, rerouted to turn around at roundabout Widen Hall Road to provide a center two-way left-turn lane west of Willow Road. Install a frontage road on the south side of Hall Road to consolidate the multiple driveways and provide two access points on Hall Road. Install curb, gutter, sidewalk, and a landscaped buffer along Hall Road adjacent to the frontage road. Install sidewalk between Willow Road and Las Lomas Drive on both sides of Hall Road.

Justification

The goal of the Pajaro to Prunedale Corridor Study Project is to facilitate critical multimodal transportation improvements that will reduce congestion, improve safety and operations, support the regional economy, and protect the North Monterey County environment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue to seek funding.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$1,951,375					$1,951,375
Total			$1,951,375					$1,951,375

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Unfunded			$1,951,375					$1,951,375
Total			$1,951,375					$1,951,375

Project #: PW 2021-06
Project name: G-12 Pajaro to Prunedale Corridor Study Project - Project Area 4
Project address: G-12 Corridor

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

The Transportation Agency of Monterey County (TAMC) in partnership with the County of Monterey and California Department of Transportation (Caltrans) conducted a study of the G12 Corridor, extending from Pajaro to Prunedale, to identify improvements that will provide safer access to all modes of travel. The Corridor Study evaluated current and future travel patterns between the US101/ San Miguel Canyon Road Interchange in Prunedale, to the State Route 1 (SR1) / Salinas Road Interchange, to the end of Main Street in Pajaro. This project is for the Project Area 4, known as Elkhorn Road, between Hall Road/Elkhorn Road and Werner Road, and specifically focuses on the narrow bridge crossing over the railroad tracks. The proposed improvements for Project Area 4 include: ☐ Widen Elkhorn Road Bridge to accommodate Class II Bike Lanes on both sides, and a sidewalk on south side.

Justification

The goal of the Pajaro to Prunedale Corridor Study Project is to facilitate critical multimodal transportation improvements that will reduce congestion, improve safety and operations, support the regional economy, and protect the North Monterey County environment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue to seek funding.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$845,625					$845,625
Total			$845,625					$845,625

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Unfunded			$845,625					$845,625
Total			$845,625					$845,625

Project #: PW 2021-07
Project name: G-12 Pajaro to Prunedale Corridor Study Project - Project Area 5
Project address: G-12 Corridor

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	002
Contact	C. Alinio 755-4937	**Dept. Priority**	TBD

Description

The Transportation Agency of Monterey County (TAMC) in partnership with the County of Monterey and California Department of Transportation (Caltrans) conducted a study of the G12 Corridor, extending from Pajaro to Prunedale, to identify improvements that will provide safer access to all modes of travel. The Corridor Study evaluated current and future travel patterns between the US101/ San Miguel Canyon Road Interchange in Prunedale, to the State Route 1 (SR1) / Salinas Road Interchange, to the end of Main Street in Pajaro. This project is for the Project Area 5 includes the junction of Salinas Road and Elkhorn Road, including Werner Road and Salinas Road from G12 to Bay Farms Road. The proposed improvements for Project Area 5 include: G12 (Elkhorn Road) / Werner Road / Salinas Road junction; Alternative 1 – Roundabout (preferred) Combine the three intersections into one and install a modern roundabout Remove Salinas Road between Werner Road and G12 Provide driveway access to local residents and businesses Relocate the grange hall in northwest corner Alternative 2 – Traffic Signals Install three traffic signals at G12/Werner Road, Salinas Road/Werner Road, and Salinas Road/G12. If and when warranted, install a traffic signal at Salinas Road and Fruitland Avenue; If and when warranted, install a traffic signal at Salinas Road and Hillcrest Road Provide a Class II Bike Lane throughout G12

Justification

The goal of the Pajaro to Prunedale Corridor Study Project is to facilitate critical multimodal transportation improvements that will reduce congestion, improve safety and operations, support the regional economy, and protect the North Monterey County environment.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Continue to seek funding.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$1,877,062					$1,877,062
Right Of Way/Utilities			$2,052,000					$2,052,000
Total			$3,929,062					$3,929,062

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Unfunded			$3,929,062					$3,929,062
Total			$3,929,062					$3,929,062

Project #: PW 2022-01
Project name: Arroyo Seco Road Reconstruction
Project address: Arroyo Seco Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	TBD

Description

The Project is to extend the service life of Arroyo Seco Road, a County maintained road, from Cedar Avenue to 0.7 mile north of Thorn Road, near Greenfield. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, River Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Commence preliminary engineering/design in FY34.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Total								

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Total								

Project #: PW 2022-04
Project name: Harris Road Rehabilitation
Project address: Harris Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 Years	**Fund**	002
Contact	J. Pascua - 755-8963	**Dept. Priority**	TBD

Description

The Project is to extend the service life of Harris Road, a County maintained road, from Spreckles Boulevard to Salinas City Limit, near the community of Spreckles. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques, and place hot-mix-asphalt. When complete, River Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

None. Project to commence engineering/design in FY 35/36.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Total								

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Total								

Project #: PW 2024-02
Project name: River Rd Reconstruction
Project address: River Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of River Road, a County maintained road, from 1.3 miles south of Parker Road to Laguna Road, near the community of Chualar. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, River Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 28/29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental					$80,000			$80,000
Construction Management						$800,000		$800,000
Construction						$4,609,000		$4,609,000
Total					$80,000	$5,409,000		$5,489,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1					$40,000	$2,704,500		$2,744,500
Measure X					$40,000	$2,704,500		$2,744,500
Total					$80,000	$5,409,000		$5,489,000

Project #: PW 2024-07
Project name: Spence Rd Rehabilitation
Project address: Spence Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Spence Road, a County maintained road, from US Highway 101 to Old Stage Road, near the community of Chualar. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, Spence Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 26/27.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental			$650,000					$650,000
Construction Management				$700,000				$700,000
Construction				$3,800,500				$3,800,500
Total			$650,000	$4,500,500				$5,150,500

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1			$325,000	$2,250,250				$2,575,250
Measure X			$325,000	$2,250,250				$2,575,250
Total			$650,000	$4,500,500				$5,150,500

Project #: PW 2024-09
Project name: Nashua Rd Rehabilitation
Project address: Nashua Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Nashua Road, a County maintained road, from Cooper Road to State Route 1, near the community of Castroville. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, Nashua Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 29/30.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental						$800,000		$800,000
Construction Management							$800,000	$800,000
Construction							$7,400,800	$7,400,800
Total						$800,000	$8,200,800	$9,000,800

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1						$400,000	$4,100,400	$4,500,400
Measure X						$400,000	$4,100,400	$4,500,400
Total						$800,000	$8,200,800	$9,000,800

Project #: PW 2024-12
Project name: Reservation Rd Rehabilitation
Project address: Reservation Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Reservation Road, a County maintained road, from Watkins Gate Road to Panziera Road, near the city of Marina. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, Reservation Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 28/29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental					$160,000			$160,000
Construction Management						$160,000		$160,000
Construction						$803,000		$803,000
Total					$160,000	$963,000		$1,123,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1					$80,000	$481,500		$561,500
Measure X					$80,000	$481,500		$561,500
Total					$160,000	$963,000		$1,123,000

Project #: PW 2024-13
Project name: Chualar River Rd Rehabilitation
Project address: Chualar River Rd

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Chualar River Road, a County maintained road, from Chualar Dump Road to Foletta Road, near the community of Chualar. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, Chualar River Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 28/29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental					$640,000			$640,000
Construction Management						$480,000		$480,000
Construction						$3,201,000		$3,201,000
Total					$640,000	$3,681,000		$4,321,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1					$320,000	$1,840,500		$2,160,500
Measure X					$320,000	$1,840,500		$2,160,500
Total					$640,000	$3,681,000		$4,321,000

Project #: PW 2024-14
Project name: Ocean Ave Rehabilitation
Project address: Ocean Ave

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Ocean Ave, a County maintained road, from Carmel by the Sea city limit to State Route 1. Project will rehabilitate the roadway pavement utilizing recycling techniques and/or place hot-mix-asphalt. When complete, Ocean Ave will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 28/29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Construction		$400,000						$400,000
Total		$400,000						$400,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1		$400,000						$400,000
Total		$400,000						$400,000

Project #: PW 2024-16
Project name: Fort Romie Rd Rehabilitation
Project address: Fort Romie Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of Fort Romie Road, a County maintained road, from Foothill Road to Arroyo Seco Road, near the city of Soledad. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, Fort Romie Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax; as it was identified as a pavement project during the Measure X campaign. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 28/29.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental					$800,000			$800,000
Construction Management						$800,000		$800,000
Construction						$7,601,000		$7,601,000
Total					$800,000	$8,401,000		$9,201,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1					$400,000	$4,200,500		$4,600,500
Measure X					$400,000	$4,200,500		$4,600,500
Total					$800,000	$8,401,000		$9,201,000

Project #: PW 2024-17
Project name: River Rd Rehabilitation
Project address: River Road

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

The Project is to extend the service life of River Road, a County maintained road, from 0.2 miles north of Fairview Road to Gonzales River Road, near the city of Gonzales. Project will rehabilitate the roadway pavement utilizing pavement reconstruction recycling techniques and/or place hot-mix-asphalt. When complete, River Road will continue to provide transportation mobility for the residents, businesses and visitors of Monterey County. The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. The project is to be funded by Measure X, SB 1, and/or Transient Occupancy Tax. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Project to commence engineering/design in FY 29/30.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental						$800,000		$800,000
Construction Management							$800,000	$800,000
Construction							$4,600,200	$4,600,200
Total						$800,000	$5,400,200	$6,200,200

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
SB 1						$400,000	$2,700,100	$3,100,100
Measure X						$400,000	$2,700,100	$3,100,100
Total						$800,000	$5,400,200	$6,200,200

Project #: PW 2024-21
Project name: San Lucas Drinking Water System
Project address: TBD

Type	Water	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	50 Years	**Fund**	TBD
Contact	Enrique Saavedra 755-8970	**Dept. Priority**	TBD

Description

The project objective is for Monterey County to assist San Lucas County Water District (SLCWD) with developing an affordable and reliable long-term drinking water supply. SLCWD is an independent special district serving approximately 325 people through 97 service connections. The current proposal is to install two new wells with wellhead treatment as the first phase of a larger, multi-phased project. A previous proposal to install an 8-mile pipeline between San Lucas and the King City water system was unable to be funded by the State Water Board (2015). Grant funding for this initial phase of the project has been allocated by US EPA ($ 959,000) and the State Water Board's Division of Financial Assistance (DFA, $4 million). Funding for the first phase will be released after a detailed scope of work from Monterey County has been approved by both funding agencies, and an agreement for assistance between SLCWD and Monterey County has been executed. Additional grant funding is needed to complete future phases of the project and construction, currently estimated to be approximately $18 million.

Justification

The San Lucas community has been under two "Do Not Drink" orders since 2011 for two separate wells. Due to San Lucas' remote location and small population, finding a reliable and affordable water supply has been a challenge that Monterey County has been seeking to solve since 2012. For the past several years, the State Water Board has been providing technical assistance under their Safe and Affordable Funding for Equity and Resilience (SAFER) Drinking Water Technical Assistance Program, established in 2021.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Complete a work plan for Monterey County's scope of work under the EPA and State Water Board grants, collaborating with SLCWD, the San Lucas community, and California Water Co, expected operator of the new system. Secure grant funding that has been allocated for Phase 1 of this project and begin preliminary design and environmental permitting for the preferred project alternative. Submit grant application(s) for subsequent construction funding.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$300,000	$500,000	$159,000	$1,000,000	$500,000	$100,000	$2,559,000
Right Of Way/Utilities					$500,000			$500,000
Construction Management			$150,000	$250,000	$300,000	$600,000	$400,000	$1,700,000
Construction			$1,000,000	$2,000,000	$1,700,000	$4,900,000	$2,500,000	$12,100,000
Furniture, Fixes & Equipment				$300,000		$500,000	$500,000	$1,300,000
Contingency			$100,000	$200,000	$1,500,000	$1,500,000	$1,500,000	$4,800,000
Total		$300,000	$1,750,000	$2,909,000	$5,000,000	$8,000,000	$5,000,000	$22,959,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
EPA Community Grant		$300,000	$500,000	$159,000				$959,000
State Drinking Water SRF			$1,250,000	$2,750,000				$4,000,000
Unfunded					$5,000,000	$8,000,000	$5,000,000	$18,000,000
Total		$300,000	$1,750,000	$2,909,000	$5,000,000	$8,000,000	$5,000,000	$22,959,000

Project #: PW 2025-10
Project name: Salinas Road
Project address: Salinas Rd

Type	Roads	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Not Started
Useful Life	20 years	**Fund**	002
Contact	J. Pascua / 755-8963	**Dept. Priority**	

Description

Pajaro to Prunedale G12 Corridor Project, Segment 6 - Phase 2 (Segment 6 is the northernmost segment of G12 that acts as the main street of Pajaro and runs adjacent to the future Pajaro/Watsonville Multimodal Train Station project site. Phase 2 is a 1.0 mile long segment extending north along Salinas Road from the junction of Salinas Road and Elkhorn Road through the unincorporated community of Pajaro, terminating at Railroad Avenue. The project will resurface the existing pavement, install wet weather enhanced pavement stripes and markings, install reflective signing, install pavement markings and signs for bicycle facility where feasible, and install dynamic speed warning signs.) The project is Categorically Exempt under CEQA as the project is to rehabilitate/maintain an existing public highway/roadway. Maintenance on the facility will be minimal since the roadway will be newly constructed. As the pavement facility ages, routine maintenance will be required as normally performed by Public Works Maintenance.

Justification

Proposed project will extend the pavement life of the roadway and continue to provide transportation mobility for the residents, businesses and visitors of Monterey County.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Commence design phase of the project.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$302,000						$302,000
Construction Management			$189,000					$189,000
Construction			$1,320,000					$1,320,000
Total		$302,000	$1,509,000					$1,811,000

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Federal Earmark		$302,000	$1,509,000					$1,811,000
Total		$302,000	$1,509,000					$1,811,000

Project #: PWFP 2025-06
Project name: CSA25 - Carmel Valley Golf & County Club: Storm Drain Repairs
Project address: Valley Greens Dr. between Carmel Valley Rd. & Rancho San Carlos Rd.

Type	Storm Water	**Department**	PWFP – Public Works Engineering
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	75 years	**Fund**	062
Contact	T. Moss	**Dept. Priority**	High

Description

Repair storm drain pipes due to sagging, obstructions, cracks, joint deformations, and root intrusion.

Justification

Storm drain repairs are critical to ensure conveyance capacity is maintained which will mitigate flooding and protect existing infrastructure. Proactive maintenance will prevent small problems from developing into larger, more expensive failures.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Prepare plans and commence Phase 1 repairs by late Summer 2025.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$6,000	$33,300	$40,000				$79,300
Construction Management			$33,300	$40,000				$73,300
Construction		$23,000	$88,080	$103,500				$214,580
Contingency			$11,000	$11,000				$22,000
Total		$29,000	$165,680	$194,500				$389,180

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 062		$29,000	$165,680	$194,500				$389,180
Total		$29,000	$165,680	$194,500				$389,180

Project #: SO 2025-01
Project name: Jail Facilities ADA and Deferred Maintenance Program
Project address: 1410 Natividad Rd., Salinas

Type	ADA Project	**Department**	Sheriff
Funding Status	Active	**Project Phase**	Not Started
Useful Life	25 years	**Fund**	TBD
Contact	Cmdr. Olguin 831-796-1109	**Dept. Priority**	TBD

Description

Multiple tasks and projects to address BSCC and Hernandez Settlement compliance work, and deferred maintenance throughout the Jail facilities. Key items identified at this time include ADA improvements, adding mesh safety wire to J Pod, improving wayfinding and signage, and rewiring. There are multiple tasks which require scoping and estimating. This first year Phase I will allow staff to address some issues while further developing the complete project needs list.

Justification

The jail facilities requires extensive maintenance and repair due to age and use. Upgrades and changes mandated by Board of State and Community Corrections (BSCC) and resulting from the Hernandez Settlement must be completed by the County to meet legal requirements.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Depending on funding allocated by the Board of Supervisors, a portion of the scope will be developed and implemented. Sheriff identified the infirmary restrooms as a key portion of work to be completed. Other portions of work may be done as funding is available. Further scope and design work will lead to more accurate cost estimates. Work may be completed under the Job order Contracting program.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental		$842,828	$269,000	$172,900				$1,284,728
Right Of Way/Utilities			$16,674					$16,674
Construction Management			$576,912	$288,456				$865,368
Construction		$136,674	$3,894,155	$1,947,078				$5,977,907
Other		$188,750	$765,000	$435,000				$1,388,750
Furniture, Fixes & Equipment		$75,000	$75,000					$150,000
Contingency		$110,200	$349,026	$150,000				$609,226
Total		$1,353,452	$5,945,767	$2,993,434				$10,292,653

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478		$853,452	$5,945,767					$6,799,219
RISK		$500,000						$500,000
Unfunded				$2,993,434				$2,993,434
Total		$1,353,452	$5,945,767	$2,993,434				$10,292,653

Project #: 407400
Project name: Women's Shelter Building Repairs & Kitchen Upgrades
Project address: 1 Medical Center Drive, Salinas

Type	New/Remodel	**Department**	Social Services
Funding Status	Active	**Project Phase**	Bid/RFP
Useful Life	10 Years	**Fund**	404
Contact	Andrei Petrutiu (755-4986)	**Dept. Priority**	3

Description

This approximately 5,520 sq.ft. facility provides housing for Monterey County women and children involved in Domestic violence and homeless situations. The project would address several repair and renovation needs including replacing worn out stovetop burners and kitchen sinks/cabinetry, and upgrading cold storage with two additional commercial refrigerators for clients of the shelter to store food (estimated $353,500). Other work includes: Electrical panel upgrades; water heater and furnace replacement; fire alarm upgrades; upgrade restroom partition stalls, sinks, showers, and water damage repair; replace old cracked flooring throughout building; repair/upgrade HVAC system; seal and repaint cracks in stucco; new landscaping in backyard to provide children an outside play area; landscaping; resurface and stripe parking lot. Previously tracked as Project DSS-17-01.

Justification

The families staying in the shelter are required to purchase and prepare meals for their families. The shelter needs to have a commercial grade kitchen due to the number of families using the equipment. This equipment needs to last for some years and be energy efficient. Appliances need upgrading, starting with the stovetop electric burners as some are inoperable. County facilities has worked hard to repair them as much as possible.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Plan check submitted for building permit. PIF issued to Gordian. 1st JSM conducted on 05/21/2024. RFP issued and due on 06/24/2024. Project to roll over to FY 2025. JOC proposal received on 7/17/2024. Reviewed and returned to contractor. Received revision 3, reviewed and returned on 09/12/2024. Requested a new contractor from Gordian. 2nd JSM performed on 10/2/2024. Contractor to review CD's. Site walk with all subs. scheduled for 10/24/2024, 11/04/2024 & 11/06/2024. TGG submitted JOC proposal on 01/10/2025. Reviewed proposal and returned to TGG with comments on 01/15/2025.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$63,211	$69,515						$132,726
Construction Management	$89,499	$74,768						$164,267
Construction	$817,341	$163,180	$1,200,000					$2,180,521
Other	$50,808	$13,200	$15,000					$79,008
Furniture, Fixes & Equipment		$77,294						$77,294
Contingency			$643,132					$643,132
Total	$1,020,859	$397,957	$1,858,132					$3,276,948

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478	$1,020,859	$331,957	$1,924,132					$3,276,948
Total	$1,020,859	$331,957	$1,924,132					$3,276,948

Project #: 4096
Project name: Seaside Community Benefits Office Replacement - 1281 Broadway Ave Seaside
Project address: 1281 Broadway, Seaside

Type	New/Remodel	**Department**	Social Services
Funding Status	Active	**Project Phase**	Design/Planning
Useful Life	30 Years	**Fund**	404
Contact	Sylvia Solis/ (831) 755-4483	**Dept. Priority**	3

Description

This project plans and designs a new multi-service facility at 1281 Broadway for the Department of Social Services (DSS) Community Benefits Branch, with space for additional DSS programs, a library, and community partners. On January 27, 2026, PWFP presented several development options to the Board of Supervisors. Option 4 was the preferred development approach and BOS directed County staff to continue planning for inclusion in the FY 2026–27 Capital Improvement Program. The project will involve the collaboration with the City of Seaside and ensure the project aligns with local standards and downtown goals, including parking strategies. PWFP and CAO staff were also directed to explore funding options to complete the project within 10 years, plan for DSS's return after its temporary lease, and prepare a reuse or disposition plan for the existing facility. During FY 2025–26 and FY 2026–27, PWFP will advance planning and design of the project to be consistent with Option 4, while PWFP and CAO will work jointly to refine the funding approach for the Project. Option 3 remains a contingency option should Option 4 prove to be infeasible for a variety of reasons.

Justification

The current building needs a new roof, elevator upgrade, exterior painting, interior painting, parking lot upgrade, exterior lighting, interior lighting, and electrical upgrades. In FY24, through the CIP process, the project was allocated funding to proceed with the design and permitting of a multi-service facility to include DSS program, Library, District Attorney, other community programs and parking structure. Design for this concept is 75% complete. In October of 2024, staff provided a status report on the project design and estimated project cost. In November of 2024, the CAO's budget office presented funding options for Priority County projects including the 1281 Broadway Community Benefits Replacement Program. During this meeting, the project was not prioritized for funding and staff were directed to review alternate lower cost design options focused on either renovating the existing facility or construction of a smaller scale new facility focused on DSS programming needs.

Project Status and Goals/Tasks to be Completed in the 1st Year of the CIP:

Options will be presented to the Board in Summer 2025 and remaining design funding may be redirected to new design option. FY26 goal is completion of Design and Engineering and cost estimating based on final design option, allowing for DSS to seek construction funding during the standard CIP cycle for FY27.

Budget	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Design/Environmental	$3,176,292	$200,000	$1,000,000	$500,000	$200,000	$100,000	$98,461	$5,274,753
Right Of Way/Utilities			$100,000				$500,000	$600,000
Construction Management				$100,000	$200,000	$200,000	$4,019,040	$4,519,040
Construction							$45,190,407	$45,190,407
Other							$6,778,561	$6,778,561
Contingency							$11,297,602	$11,297,602
Total	$3,176,292	$200,000	$1,100,000	$600,000	$400,000	$300,000	$67,884,071	$73,660,363

Funding Sources	Previous FYs	Current FY	26/27	27/28	28/29	29/30	30/31	Total
Fund 478	$3,176,292	$200,000	$1,100,000	$116,090				$4,592,382
Unfunded				$483,910	$400,000	$300,000	$67,884,071	$69,067,981
Total	$3,176,292	$200,000	$1,100,000	$600,000	$400,000	$300,000	$67,884,071	$73,660,363

Introduced: 6/3/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution:
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution:
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

SUMMARY:
Approval of the recommended budget amendment will: (1) reappropriate the remaining AB-102 grant funding for the 29 Bishop Pajaro Mansion Emergency Repair Project in FY 2025-26; and (2) reallocate any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to support continued emergency repairs at the historic facility following damage caused by the March 2023 Pajaro Flood.

DISCUSSION:
On April 15, 2025, the Board of Supervisors approved the reallocation of $3,155,412 in AB-102 grant funding to support the 29 Bishop Pajaro Mansion Emergency Repair Project. An additional $50,000 was subsequently allocated by the Department of Emergency Management (DEM), bringing the total AB-102 funding available for the project to $3,205,412.

The project addresses damage resulting from the March 2023 Pajaro Flood and includes replacement of damaged roofing, siding, and windows; repair and relocation of mechanical equipment and fire systems; repairs to the front porch; and related remediation and site improvements necessary to restore and protect the historic facility.

During FY 2024-25, $223,065 of the AB-102 funding was expended for project activities, leaving an unspent balance of $2,982,347. Approval of the recommended budget amendment will recognize the remaining grant revenue and increase appropriations in FY 2025-26 to allow Public Works, Facilities and Parks to continue implementation of the emergency repair project.

In addition, staff is requesting authorization to reallocate any remaining AB-102 funding previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project.

The Safe Streets Project was originally allocated $2,000,000 of AB 102 funds. To date, $1,983,093 has been expended, leaving a remaining balance of $16,907 available for reallocation. The project focused on improving vehicle and pedestrian safety throughout the Pajaro community and included ADA-compliant sidewalk and crosswalk enhancements, installation of additional street lighting, upgraded roadway signage, roadway striping along San Juan Road, and traffic signal equipment and operational improvements at the intersections of Porter Drive and San Juan Road, as well as Salinas Road adjacent to Pajaro Middle School.

The Emergency Response, Preparedness, and Digital Message Board projects were originally allocated $900,000 of AB 102 funds and have expended $856,065, leaving a remaining balance of $43,935 available for reallocation.

The Pajaro Park Project was originally allocated $1,200,000 of AB 102 funds. To date, $1,044,189 has been expended on park improvements. In February 2025, the Board directed staff to investigate placing remaining funds in trust for operations and maintenance expenses. Based on grant expenditure goals and the cost of a creating a trust relative to the amount of money remaining, staff determined use of a trust to be infeasible. Additional equipment is currently being purchased for the park to support operations and maintenance. There is anticipated to be a balance remaining after these purchases are complete. Staff will return to the Board to request the reallocation of any remaining funds in FY 2026-27.

Approval of the recommended actions will allow any remaining balances from Safe Streets and Department of Emergency Management Preparedness Projects, estimated not to exceed $60,842 to be reallocated and appropriated in FY 2025-26 for the emergency repairs at the 29 Bishop Pajaro

Mansion facility.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
PWFP staff conferred with the Department of Emergency Management (DEM) on the reallocation of AB-102 Funds. The County Administrative Office Budget & Analysis Division and DEM reviewed this report.

FINANCING:
The AB-102 grant funds have been received by the County. Approval of this recommendation will increase the revenues and appropriations by $2,982,347 in General Fund, Facility Services to reappropriate unspent AB-102 grant revenues from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project. Approval of the recommended actions will also authorize an additional increase in revenues and appropriations of up to $60,842 related to the reallocation of any remaining AB-102 funding previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation advances the Board's Strategic Plan Goal of Sustainable Infrastructure for the Present and Future by providing funding necessary to continue repairs to the historic Pajaro Mansion following damage from the 2023 Pajaro Flood. Completion of the project will preserve a County-owned facility and protect a valuable community asset for future use.

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

Prepared by: Sandra Lance, Finance Manager I, Ext 4823
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Draft Board Resolution

County of Monterey

Board Report

Legistar File Number: RES 26-088

Item No.

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

June 16, 2026

Introduced: 6/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution:
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution:
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

SUMMARY:
Approval of the recommended budget amendment will: (1) reappropriate the remaining AB-102 grant funding for the 29 Bishop Pajaro Mansion Emergency Repair Project in FY 2025-26; and (2) reallocate any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to support continued emergency repairs at the historic facility following damage caused by the March 2023 Pajaro Flood.

DISCUSSION:
On April 15, 2025, the Board of Supervisors approved the reallocation of $3,155,412 in AB-102 grant funding to support the 29 Bishop Pajaro Mansion Emergency Repair Project. An additional $50,000 was subsequently allocated by the Department of Emergency Management (DEM), bringing the total AB-102 funding available for the project to $3,205,412.

The project addresses damage resulting from the March 2023 Pajaro Flood and includes replacement of damaged roofing, siding, and windows; repair and relocation of mechanical equipment and fire systems; repairs to the front porch; and related remediation and site improvements necessary to restore and protect the historic facility.

During FY 2024-25, $223,065 of the AB-102 funding was expended for project activities, leaving an unspent balance of $2,982,347. Approval of the recommended budget amendment will recognize the remaining grant revenue and increase appropriations in FY 2025-26 to allow Public Works, Facilities and Parks to continue implementation of the emergency repair project.

In addition, staff is requesting authorization to reallocate any remaining AB-102 funding previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project.

The Safe Streets Project was originally allocated $2,000,000 of AB 102 funds. To date, $1,983,093 has been expended, leaving a remaining balance of $16,907 available for reallocation. The project focused on improving vehicle and pedestrian safety throughout the Pajaro community and included ADA-compliant sidewalk and crosswalk enhancements, installation of additional street lighting, upgraded roadway signage, roadway striping along San Juan Road, and traffic signal equipment and operational improvements at the intersections of Porter Drive and San Juan Road, as well as Salinas Road adjacent to Pajaro Middle School.

The Emergency Response, Preparedness, and Digital Message Board projects were originally allocated $900,000 of AB 102 funds and have expended $856,065, leaving a remaining balance of $43,935 available for reallocation.

The Pajaro Park Project was originally allocated $1,200,000 of AB 102 funds. To date, $1,044,189 has been expended on park improvements. In February 2025, the Board directed staff to investigate placing remaining funds in trust for operations and maintenance expenses. Based on grant expenditure goals and the cost of a creating a trust relative to the amount of money remaining, staff determined use of a trust to be infeasible. Additional equipment is currently being purchased for the park to support operations and maintenance. There is anticipated to be a balance remaining after these purchases are complete. Staff will return to the Board to request the reallocation of any remaining funds in FY 2026-27.

Approval of the recommended actions will allow any remaining balances from Safe Streets and Department of Emergency Management Preparedness Projects, estimated not to exceed $60,842 to be reallocated and appropriated in FY 2025-26 for the emergency repairs at the 29 Bishop Pajaro Mansion facility.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
PWFP staff conferred with the Department of Emergency Management (DEM) on the reallocation of AB-102 Funds. The County Administrative Office Budget & Analysis Division and DEM reviewed this report.

FINANCING:
The AB-102 grant funds have been received by the County. Approval of this recommendation will increase the revenues and appropriations by $2,982,347 in General Fund, Facility Services to reappropriate unspent AB-102 grant revenues from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project. Approval of the recommended actions will also authorize an additional increase in revenues and appropriations of up to $60,842 related to the reallocation of any remaining AB-102 funding previously allocated to the Safe Streets and Department of Emergency Management Preparedness Projects.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation advances the Board's Strategic Plan Goal of Sustainable Infrastructure for the Present and Future by providing funding necessary to continue repairs to the historic Pajaro Mansion following damage from the 2023 Pajaro Flood. Completion of the project will preserve a County-owned facility and protect a valuable community asset for future use.

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

Prepared by: Sandra Lance, Finance Manager I, Ext 4823
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Draft Board Resolution

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

Resolution No. 26-_____:

Adopt a resolution:)
a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets and Department of Emergency Management Preparedness projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and
c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

_____

WHEREAS, on April 15, 2025, the Board of Supervisors approved reallocation of $3,155,412 in AB-102 grant funding to support the 29 Bishop Pajaro Mansion Emergency Repair Project;

WHEREAS, an additional $50,000 in AB-102 was subsequently allocated to the project by the Department of Emergency Management (DEM), bringing the total funding from AB-102 to $3,205,412;

WHEREAS, in Fiscal Year (FY) 2024-25, $223,065 was expended for project activities, leaving an unspent balance of $2,982,347, which is being requested to complete the project;

WHEREAS, the Board of Supervisors previously allocated AB-102 funding to the Safe Streets and the Department of Emergency Management Preparedness Projects;

WHEREAS, the Safe Streets and Department of Emergency Management Preparedness Projects are completed, and an estimated balance of approximately $16,907 and $43,935, respectively, in AB-102 funding remains available; and

WHEREAS, reallocating up to $60,842 in AB-102 funding balances from the Safe Streets and the Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project will maximize the use of available AB-102 funds for flood recovery and resiliency purposes.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby adopts a resolution:

a. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by $2,982,347 for General Fund 001, Facility Services Appropriation Unit PFP054, to reappropriate unspent AB-102 grant revenues (BSA 001-2720-WSFR) from the prior fiscal year for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required);
b. Authorizing the reallocation of any remaining AB-102 funds previously allocated to the Safe Streets

and Department of Emergency Management Preparedness Projects to the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required); and

c. Authorizing the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget to increase revenues and appropriations by up to $60,842 for General Fund 001, Facility Services Appropriation Unit PFP054, related to the reallocation of AB-102 grant revenues (BSA 001-2720-WSFR) for the 29 Bishop Pajaro Mansion Emergency Repair Project (4/5ths vote required).

PASSED AND ADOPTED on this ___ day of _____ 2026, by roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
(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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on ____2026.

Dated: _____, 2026
File ID: RES 26-
Agenda Item No.:

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

By: _____
Deputy

Introduced: 6/5/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Award a contract to Granite Rock Company, the lowest responsible bidder for Carmel Valley Road Resurfacing, Project No. 1185, in the total amount of $4,551,418;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
c. Authorize a contingency, not to exceed 10% of the contract amount or $455,142 to provide funding for approved contract change orders;
d. Authorize the Director of Public Works, Facilities and Parks to execute the contract subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed 10% of the original contract amount ($455,142), do not significantly change the scope of work, not to exceed the maximum contract amount of $5,006,560; and
e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of the Carmel Valley Road Resurfacing, Project No. 1185.

California Environmental Quality Act (CEQA) Action: The Project has been determined to be categorically exempt (Class 1) because the Project is to perform repair and maintenance of existing streets and similar facilities which involve no expansion of an existing use (See CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Award a contract to Granite Rock Company, the lowest responsible bidder for Carmel Valley Road Resurfacing, Project No. 1185, in the total amount of $4,551,418;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
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SUMMARY:
Awarding the contract to Granite Rock Company will allow the Public Works, Facilities and Parks Department (PWFP) to commence with the construction of the Carmel Valley Road Resurfacing Project (Project).

DISCUSSION:
The Carmel Valley Road Resurfacing Project, in general, consists of overlaying the existing pavement with hot-mix-asphalt from Carmel Rancho Boulevard to Via Petra, approximately 1.5 miles in length. The project is to extend the pavement life of the road.

On April 14, 2026, the Board of Supervisors adopted the Plans and Special Provisions for the Carmel Valley Road Resurfacing, Project No. 1185. The Project was subsequently advertised, and bids were received and opened on May 13, 2026. Six (6) bids were received. The apparent lowest bidder was Precision Grade Inc. in the amount of $4,437,052. However, upon review of their bid, PWFP determined Precision Grade's bid to be non-responsive due to Precision Grade listing two subcontractors for Contract Item No. 17. Listing two subcontractors for this item, each performing 100% violates Public Contract Code section 4104(b). Public Contract Code section 4104(b) states, "The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid." Moreover, the bidder submitted a bid withdrawal request for their bid. Therefore, PWFP recommends awarding the Project to the second lowest responsible, responsive bidder, Granite Rock Company in the amount of $4,551,418, which is 7.5% under the Engineer's Estimate of $4,921,109. The third lowest bidder was Cato's General Engineering Inc. in the amount of $4,597,286. Construction is expected to begin in July 2026.

On February 27, 2025, in accordance with the California Environmental Quality Act (CEQA), PWFP filed a Notice of Exemption (NOE) for the Project with the County Clerk. On February 23, 2026, PWFP filed an NOE with the State Clearinghouse (SCH), a division of the Governor's Office of Land Use and Climate Innovation (LCI) which coordinates State-level review of environmental documents prepared pursuant to CEQA. The project has been determined to be categorically exempt (Class 1) because the Project is to perform repair and maintenance of existing streets and similar facilities which involve no expansion of an existing use (See CEQA Guidelines, California Code of Regulations [CCR] Section 15301 Existing Facilities).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management and the Auditor-Controller's Office have reviewed and approved the proposed contract as to form, insurance and indemnification provisions and fiscal provisions, respectively. The Office of the County Counsel concurs with PWFP's determination regarding the bid protest.

FINANCING:
The total estimated Project cost, including engineering, construction management, and construction is $6.5 million. The Project is mainly funded by Measure X, and SB 1.

The construction phase of the Project is estimated to be $5.7 million. The recommended budget for

FY2026-27 Road Fund 002, which will be presented to the Board of Supervisors, will include $5.7 million in appropriations to fund the construction phase of this Project.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Project will resurface Carmel Valley Road, extending the life of the infrastructure. The recommended action supports the following 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: Jonathan L. Pascua, Senior Civil Engineer, (831) 755-8963
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Contract, Bonds, & Insurance
Attachment B - Project Budget
Attachment C - Bid Summary
Attachment D - Location Map

Introduced: 6/5/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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Prepared by: Jonathan L. Pascua, Senior Civil Engineer, (831) 755-8963
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

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Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 1185

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Granite Rock Company, hereinafter called the "Contractor," (collectively referred to as "the parties").

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

in accordance with this AGREEMENT and with all of the following additional Contract documents which are incorporated into and made a part of this AGREEMENT:

(a) The Standard Specifications 2025, and the Standard Plans 2025, including issued revision, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION ON
CARMEL VALLEY ROAD
FROM CARMEL RANCHO BOULEVARD TO VIA PETRA
NEAR CARMEL
PROJECT NO. 1185

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds

(f) Certificate of Insurance

(g) The accepted bid/proposal including the following:

(1) List of Subcontractors

(2) Equal Employment Opportunity Certification

(3) Public Contract Code

Section 10285.1 Statement

Section 10162 Questionnaire

Section 10232 Statement

(4) Noncollusion Declaration

(5) Debarment and Suspension Certification

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(6) Statement Concerning Employment Of Undocumented Aliens

(7) Contractor's Certificate As To Workers' Compensation Insurance

(8) Waiver for Payment Adjustments for Price Index Fluctuations

(9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents

(10) List of Satisfied Public Agencies

(11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT shall control.

2. WORKERS' COMPENSATION INSURANCE

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1	6,000	6,000
2	120100	S	Traffic Control System	LS	1	168,892.45	168,892.45
3	130200		Storm Water Control Program	LS	1	10,000	10,000
4	153121		Remove Concrete/Asphalt	CY	30	550	16,500
5	170103		Clearing and Grubbing	LS	1	25,000	25,000
6	190185		Shoulder Backing	TON	470	84	39,480
7	390011	S	Prepaving Inertial Profiler	LS	1	10,500	10,500
8	390020	S	Prepaving Grinding Day	DAY	4	15,000	60,000
9	390095		Replace Asphalt Concrete Surfacing	CY	1,430	450	643,500
10	390132		Hot Mix Asphalt (Type A)	TON	14,790	143	2,114,970

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Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
11	393001	S	Pavement Reinforcing Fabric	SQYD	46,080	7	322,560
12	394073		Place Hot Mix Asphalt Dike	LF	19,340	3.50	67,690
13	397005		Tack Coat	TON	10	3,000	30,000
14	398100		Remove Asphalt Concrete Dike	LF	19,340	2	38,680
15	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,560	6.60	56,496
16	731627		Minor Concrete (Curb, Sidewalk, & Curb Ramp)	CY	32	2000	64,000
17	710380	S	18" Cured-In-Place Pipeliner	LF	555	300	166,500
18	710384	S	24" Cured-In-Place Pipeliner	LF	400	500	200,000
19	710388	S	30" Cured-In-Place Pipeliner	LF	120	670	80,400
20	731656		Curb Ramp Detectable Warning Surface	SQFT	170	50	8,500
21	780210A		Survey Monument	EA	12	2000	24,000
22	810120	F	Remove Pavement Marker	EA	937	5	4,685
23	810230	S	Pavement Marker (Retroreflective)	EA	937	7	6,559
24	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	558	26.25	14,647.50
25	820840		Roadside Sign - One Post	EA	2	425	850
26	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	33,707	1.20	40,448.40
27	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	1,045	1	1,045
28	840621	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 17-7)	LF	15,441	0.85	13,124.85
29	840529	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 36-12)	LF	3,242	0.85	2,755.70
30	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	2,383	1.50	3,574.50
31	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	16	7	112

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Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
32	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	4,622	7	32,354
33	846026		Remove Pavement Marking	SQFT	2,865	4	11,460
34	846030	F	Remove Thermoplastic Traffic Stripe	LF	55,834	0.40	22,333.60
35	860810A	S	Video Detection System	LS	1	185,000	185,000
36	860810B	S	Pedestrian Signal Head	EA	10	580	5,800
37	860810C	S	Traffic Signal Controller	EA	2	8,500	17,000
38	860810D	S	Battery Backup System (Traffic Signal)	EA	2	18,000	36,000
TOTAL AMOUNT						**$4,551,418.00**	

F – Final Pay Item
S – Specialty Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states:

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

Granite Rock Company
(Name of Company)

By: _____
Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

By: _____
Corp: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
LLC: Signature of Manager

Peter Lemon
Printed Name

Its: President
Title

Date: 5/26/26

Dan Lindsey
Printed Name

Its: CFO
Title

Date: 5/26/26

COUNTY OF MONTEREY:

By: _____

Name: Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities and Parks

Dated: _____

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS PROVISIONS

By: DocuSigned by: Ma Mon 2617DD077D65495...

Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date: 6/4/2026 | 9:35 AM PDT

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO FORM

By: Signed by: Mary Grace Perry 76A18B9BA72D498...

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 6/2/2026 | 12:18 PM PDT

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

Name: David Bolton

Title: Risk Manager

Date: 6/2/2026 | 12:24 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers 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 name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

COUNTY OF MONTEREY

Bond No. 30271322
Premium: $13,654.00

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company, as Principal, and The Continental Insurance Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Four Million Five Hundred Fifty-One Thousand Four Hundred Eighteen and 00/100 Dollars ($ 4,551,418.00----------), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms or conditions, or

(2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of May, 20 26, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company

Principal

By

Name and Title Peter Lemon, President & CEO

(Corporate Seal)

The Continental Insurance Company

Surety

By

Name and Title Rossio Polio, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 05/21/2026 before me, Nathalia P. Sholl, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rossio Polio	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 21st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz)

On 5/22/2026 before me, Rachel Cosio, Notary Public
(insert name and title of the officer)

personally appeared Peter Lemon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RACHEL MARIE COSIO
Notary Public - California
Santa Cruz County
Commission # 2454259
My Comm. Expires Jul 20, 2027

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Bond No. 30271322
Premium: Included in Perf. Bond

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company, as Principal, and The Continental Insurance Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Four Million Five Hundred Fifty-One Thousand Four Hundred Eighteen and 00/100 Dollars ($ 4,551,418.00----------) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 21st day of May, 2026, the name and corporate seal of each

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corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company

Principal

By _____

Name and Title Peter Lemon, President & CEO

(Corporate Seal)

The Continental Insurance Company

Surety

By _____

Name and Title Rossio Polio, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 05/21/2026 before me, Nathalia P. Sholl, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rossio Polio	~~Signer's Name:~~ _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 21st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz)

On 5/22/2026 before me, Rachel Cosio, Notary Public
(insert name and title of the officer)

personally appeared Peter Lemon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RACHEL MARIE COSIO
Notary Public - California
Santa Cruz County
Commission # 2454259
My Comm. Expires Jul 20, 2027

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gallagher Brokerage & Insurance Solutions, Inc.
50 California St
Floor 12
San Francisco CA 94111
License#: 0329598
GRANCOM-01

CONTACT NAME: Chris Kelley
PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : ACIG Insurance Company	19984
INSURER C : Berkley Assurance Company	39462
INSURER D : American Contractors Insurance Company Risk	
INSURER E :	
INSURER F :	

INSURED
Granite Rock Company
PO Box 50001
Watsonville, CA 95076

COVERAGES **CERTIFICATE NUMBER:** 348467715 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL26ABC00056	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AL26000019	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUE7014990956	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCA000026126	6/1/2026	6/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Professional Liability			PCAB50313810626	6/1/2026	6/1/2027	Per Claim/*Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.
Re: GR Job #8935; Carmel Valley Rd Resurfacing, Project #1185. The County of Monterey, Its Officers, Agents and Employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER
County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas CA 93901

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gallagher Brokerage & Insurance Solutions, Inc.

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2026 Policy No.: AL26000019 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.

B. The insurance provided to the additional insured is subject to the following limitations:

1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.

2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.

4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:

   a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
   b) Supervisory, inspection, architectural, or engineering services.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.

C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.

D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2026 Policy No.: GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Limits of Insurance, Section III, of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: same as policy eff. date unless otherwise indicated above.

Policy Effective: 6/1/2026 Policy No.: GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2026 Policy No.:GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.	

★ *No Additional Premium to be applied*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.
Policy Effective Date: 6/1/2026 Policy No. WCA000026126 Endorsement No.
Premium $

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

ATTACHMENT B – PROJECT BUDGET

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES and PARKS

CARMEL VALLEY ROAD RESURFACING, PROJECT NO. 1185
Carmel Rancho Blvd to Via Petra

EXPENDITURES	
Environmental / Engineering	$ 966,806
Construction Management	$ 560,000
Construction Contract	
Granite Rock Company	$ 4,551,418
10% Contingency	$ 455,142
TOTAL ESTIMATED COST	**$ 6,533,366**
REVENUE	
Measure X	$ 3,266,683
SB 1	$ 3,266,683
TOTAL	**$ 6,533,366**

ATTACHMENT C – BID SUMMARY

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES and PARKS

CARMEL VALLEY ROAD RESURFACING, PROJECT NO. 1185
Carmel Rancho Blvd to Via Petra

BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **Carmel Valley Road Resurfacing Project Bid Opening - Project Number 1185 (May 13, 2026, at 2:00 p.m.)**

DEPARTMENT: **Public Works, Facilities, and Parks**

PROJECT NO.: **1185**

	Bidders	Total Bid Amount
1	Granite Construction Company 580 West Beach Street Watsonville, CA 95076	$ 4,891,184.15 ✓
2	Precision Grade 25 San Juan Grade Road, Ste. 150 Salinas, CA 93906	$ 4,437,052.05 ✓
3	McKim Corporation 8505 Church Street #1 Gilroy, CA 95020	$ 4,893,800 4,895,514.05
4	Teichert Construction 5200 Franklin Dr, Ste. 115 Pleasanton, CA 94588	$ 4,891,842 ✓
5	Graniterock 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138	$ 4,551,418 ✓
6	Catos General Engineering Inc 22302 Hathaway Ave, Hayward, CA 94541	$ 4,644,501.04 4,597,286.36

Certification: I certify that bids listed above were opened, examined, and declared by me at 2:00 p.m. on May 13, 2026, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

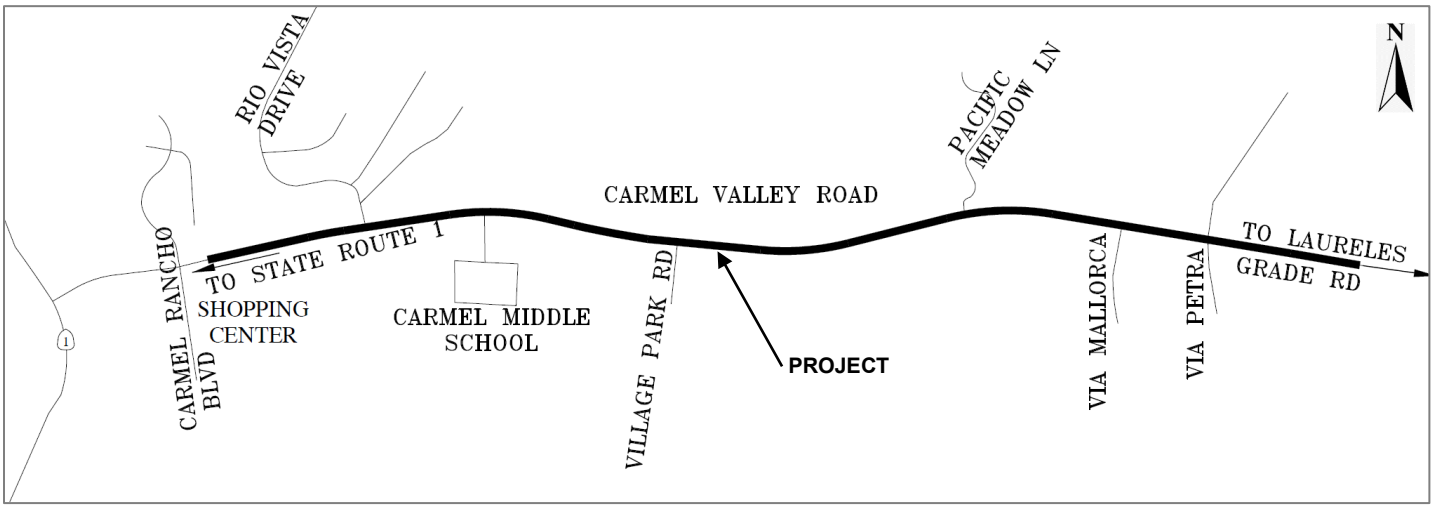
Tom Skinner for Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

ATTACHMENT D – LOCATION MAP

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES and PARKS

CARMEL VALLEY ROAD RESURFACING, PROJECT NO. 1185
Carmel Rancho Blvd to Via Petra



County of Monterey

Board Report

Legistar File Number: 26-587

Item No.50

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

June 16, 2026

Introduced: 6/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Under Scheduled Items in the AM

Item No. 12

Duplicative Board Report was removed

Under Scheduled Items in the PM

Item No. 13

Added Presentation as an attachment

Item No. 15

Added Presentation as an attachment

Item No. 16

Added Presentation as an attachment

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 1185

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Granite Rock Company, hereinafter called the "Contractor," (collectively referred to as "the parties").

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

in accordance with this AGREEMENT and with all of the following additional Contract documents which are incorporated into and made a part of this AGREEMENT:

(a) The Standard Specifications 2025, and the Standard Plans 2025, including issued revision, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION ON
CARMEL VALLEY ROAD
FROM CARMEL RANCHO BOULEVARD TO VIA PETRA
NEAR CARMEL
PROJECT NO. 1185

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds

(f) Certificate of Insurance

(g) The accepted bid/proposal including the following:

(1) List of Subcontractors

(2) Equal Employment Opportunity Certification

(3) Public Contract Code

Section 10285.1 Statement

Section 10162 Questionnaire

Section 10232 Statement

(4) Noncollusion Declaration

(5) Debarment and Suspension Certification

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(6) Statement Concerning Employment Of Undocumented Aliens

(7) Contractor's Certificate As To Workers' Compensation Insurance

(8) Waiver for Payment Adjustments for Price Index Fluctuations

(9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents

(10) List of Satisfied Public Agencies

(11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT shall control.

2. WORKERS' COMPENSATION INSURANCE

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1	6,000	6,000
2	120100	S	Traffic Control System	LS	1	168,892.45	168,892.45
3	130200		Storm Water Control Program	LS	1	10,000	10,000
4	153121		Remove Concrete/Asphalt	CY	30	550	16,500
5	170103		Clearing and Grubbing	LS	1	25,000	25,000
6	190185		Shoulder Backing	TON	470	84	39,480
7	390011	S	Prepaving Inertial Profiler	LS	1	10,500	10,500
8	390020	S	Prepaving Grinding Day	DAY	4	15,000	60,000
9	390095		Replace Asphalt Concrete Surfacing	CY	1,430	450	643,500
10	390132		Hot Mix Asphalt (Type A)	TON	14,790	143	2,114,970

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
11	393001	S	Pavement Reinforcing Fabric	SQYD	46,080	7	322,560
12	394073		Place Hot Mix Asphalt Dike	LF	19,340	3.50	67,690
13	397005		Tack Coat	TON	10	3,000	30,000
14	398100		Remove Asphalt Concrete Dike	LF	19,340	2	38,680
15	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,560	6.60	56,496
16	731627		Minor Concrete (Curb, Sidewalk, & Curb Ramp)	CY	32	2000	64,000
17	710380	S	18" Cured-In-Place Pipeliner	LF	555	300	166,500
18	710384	S	24" Cured-In-Place Pipeliner	LF	400	500	200,000
19	710388	S	30" Cured-In-Place Pipeliner	LF	120	670	80,400
20	731656		Curb Ramp Detectable Warning Surface	SQFT	170	50	8,500
21	780210A		Survey Monument	EA	12	2000	24,000
22	810120	F	Remove Pavement Marker	EA	937	5	4,685
23	810230	S	Pavement Marker (Retroreflective)	EA	937	7	6,559
24	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	558	26.25	14,647.50
25	820840		Roadside Sign - One Post	EA	2	425	850
26	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	33,707	1.20	40,448.40
27	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	1,045	1	1,045
28	840621	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 17-7)	LF	15,441	0.85	13,124.85
29	840529	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 36-12)	LF	3,242	0.85	2,755.70
30	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	2,383	1.50	3,574.50
31	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	16	7	112

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
32	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	4,622	7	32,354
33	846026		Remove Pavement Marking	SQFT	2,865	4	11,460
34	846030	F	Remove Thermoplastic Traffic Stripe	LF	55,834	0.40	22,333.60
35	860810A	S	Video Detection System	LS	1	185,000	185,000
36	860810B	S	Pedestrian Signal Head	EA	10	580	5,800
37	860810C	S	Traffic Signal Controller	EA	2	8,500	17,000
38	860810D	S	Battery Backup System (Traffic Signal)	EA	2	18,000	36,000
TOTAL AMOUNT						**$4,551,418.00**	

F – Final Pay Item
S – Specialty Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states:

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

Granite Rock Company
(Name of Company)

By: _____
Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

By: _____
Corp: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
LLC: Signature of Manager

Peter Lemon
Printed Name

Its: President
Title

Date: 5/26/26

Dan Lindsey
Printed Name

Its: CFO
Title

Date: 5/26/26

COUNTY OF MONTEREY:

By: _____

Name: Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities and Parks

Dated: _____

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS PROVISIONS

By: DocuSigned by: Ma Mon 2617DD077D65495...

Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date: 6/4/2026 | 9:35 AM PDT

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO FORM

By: Signed by: Mary Grace Perry 76A18B9BA72D498...

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 6/2/2026 | 12:18 PM PDT

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

Name: David Bolton

Title: Risk Manager

Date: 6/2/2026 | 12:24 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers 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 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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COUNTY OF MONTEREY

Bond No. 30271322
Premium: $13,654.00

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company, as Principal, and The Continental Insurance Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Four Million Five Hundred Fifty-One Thousand Four Hundred Eighteen and 00/100 Dollars ($ 4,551,418.00----------), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms or conditions, or

(2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

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If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of May, 20 26, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company

Principal

By

Name and Title Peter Lemon, President & CEO

(Corporate Seal)

The Continental Insurance Company

Surety

By

Name and Title Rossio Polio, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 05/21/2026 before me, Nathalia P. Sholl, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rossio Polio	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 21st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz)

On 5/22/2026 before me, Rachel Cosio, Notary Public
(insert name and title of the officer)

personally appeared Peter Lemon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RACHEL MARIE COSIO
Notary Public - California
Santa Cruz County
Commission # 2454259
My Comm. Expires Jul 20, 2027

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Bond No. 30271322
Premium: Included in Perf. Bond

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company, as Principal, and The Continental Insurance Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Four Million Five Hundred Fifty-One Thousand Four Hundred Eighteen and 00/100 Dollars ($ 4,551,418.00----------) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 21st day of May, 2026, the name and corporate seal of each

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corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company

Principal

By _____

Name and Title Peter Lemon, President & CEO

(Corporate Seal)

The Continental Insurance Company

Surety

By _____

Name and Title Rossio Polio, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 05/21/2026 before me, Nathalia P. Sholl, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rossio Polio	~~Signer's Name:~~ _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 21st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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ACKNOWLEDGMENT

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State of California
County of Santa Cruz)

On 5/22/2026 before me, Rachel Cosio, Notary Public
(insert name and title of the officer)

personally appeared Peter Lemon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RACHEL MARIE COSIO
Notary Public - California
Santa Cruz County
Commission # 2454259
My Comm. Expires Jul 20, 2027

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gallagher Brokerage & Insurance Solutions, Inc.
50 California St
Floor 12
San Francisco CA 94111
License#: 0329598
GRANCOM-01

CONTACT NAME: Chris Kelley
PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : ACIG Insurance Company	19984
INSURER C : Berkley Assurance Company	39462
INSURER D : American Contractors Insurance Company Risk	
INSURER E :	
INSURER F :	

INSURED
Granite Rock Company
PO Box 50001
Watsonville, CA 95076

COVERAGES **CERTIFICATE NUMBER:** 348467715 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL26ABC00056	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AL26000019	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUE7014990956	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCA000026126	6/1/2026	6/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Professional Liability			PCAB50313810626	6/1/2026	6/1/2027	Per Claim/*Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.
Re: GR Job #8935; Carmel Valley Rd Resurfacing, Project #1185. The County of Monterey, Its Officers, Agents and Employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER
County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas CA 93901

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gallagher Brokerage & Insurance Solutions, Inc.

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2026 Policy No.: AL26000019 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.

B. The insurance provided to the additional insured is subject to the following limitations:

1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.

2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.

4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:

   a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
   b) Supervisory, inspection, architectural, or engineering services.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.

C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.

D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2026 Policy No.: GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

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AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Limits of Insurance, Section III, of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: same as policy eff. date unless otherwise indicated above.

Policy Effective: 6/1/2026 Policy No.: GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2026 Policy No.:GL26A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

Docusign Envelope ID: FD5AA962-1C75-8942-81D3-44BFAF51C485

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.	

★ *No Additional Premium to be applied*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.
Policy Effective Date: 6/1/2026 Policy No. WCA000026126 Endorsement No.
Premium $

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

Docusign Envelope ID: 0B240C98-3EB8-8071-835C-9F1650958F4D

Memorandum of Understanding (MOU) Between
The County of Monterey Agricultural Commissioner's Office and
The Monterey County Agricultural and Rural Life Museum

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the County of Monterey Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County Agricultural and Rural Life Museum (MCARLM) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County one time funding for certain Agricultural Education Programs including countywide expansion of the agricultural education program serving K-12 students.

Recitals

Whereas, as part of the Budget process each year since FY 2009-10, the Board of Supervisors of the County of Monterey has directed the Agricultural Commissioner to provide support of agricultural education efforts; and

Whereas the parties understand and agree that said one time support from County, through the Agricultural Commissioner, to MCARLM shall be dependent on funding and approval by the Board of Supervisors as outlined through the County's Budget review and approval process; and

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-26.

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding to MCARLM for certain educational programs conducted or commenced by MCARLM through FY 2028-2029 to establish an understanding between the County, through the CAC, and MCARLM regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the CAC office, for MCARLM's educational programs.

The Agricultural Commissioner shall provide one time funding to MCARLM in an amount not to exceed $75,000. Funding from the CAC will be directed by MCARLM towards educational programs, including countywide expansion of their agricultural educational program for students K-12, development of an agricultural educational mobile program serving students countywide, support for increased access and transportation equity to schools in rural communities for field trips to the Agricultural Museums and Exhibits in San Lorenzo Park in King City, and activities related to:

- Pest Management and Control
- Invasive Species Monitoring
- Fruit and Vegetable Standardization
- Crop Statistics

Roles and Deliverables

MCARLM shall provide the CAC with a brief progress report each year starting in August of 2027 that includes updates on the agricultural program expansion, number of schools and students served in the County, and locations and cities in the County where agricultural education outreach has been conducted. A final progress report will be due in August of 2029 to the CAC with achievements of the program.

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MCARLM shall include the County of Monterey and CAC logo in print material related to agricultural education through June 30, 2029.

Other Provisions
The County shall hold harmless and indemnify MCARLM for any claims, actions or proceedings arising out of the negligence or willful misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. The MCARLM shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or willful misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this MOU understand and agree that this MOU involves the expenditure of public funds in excess of ten thousand dollars ($10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County by the State Auditor, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect until June 30, 2029, or until this MOU is modified or terminated by the parties.

County of Monterey

By: _____
Juan Hidalgo
Agricultural Commissioner

Date: _____

Monterey County Agricultural and Rural Life Museum

By: Signed by: Teri Storelli
Teri Storelli
Executive Director

Date: 6/8/2026 | 1:00 PM PDT

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 6/8/2026 | 1:06 PM PDT

Docusign Envelope ID: 0B240C98-3EB8-8071-835C-9F1650958F4D

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Andrea Valentine 25834C99491E449...

Date: 6/9/2026 | 8:13 AM PDT

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND WALDEN UNIVERSITY, LLC

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and **Walden University, LLC** (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **September 1, 2026** to **March 30, 2031**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force

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or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Institution will require the student to obtain automobile liability insurance, covering

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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.

2. Student participant automobile liability insurance, student participants who drive to/from any work location, must provide proof of valid California driver's license and proof of insurance.

3. Workers' Compensation Insurance, 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 occurrence.

D. Except for a ten (10) day notice of non-payment of insurance premium, the County will require 30 days written notice if the insurance policy is canceled, non- renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, student participants, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take

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effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Nina Nabors Vice Provost, Division of Healthcare Access and Quality
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	233 S. Wacker Drive, Suite 800 Chicago, IL 60606
Address	*Address*
(831) 755-5043	800-925-3368
Phone	*Phone*

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XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

By: Signed by: 7CD1074A635045E...

Name: Nina Nabors

Title: Vice Provost, Division of Healthcare Access and Quality

Date: 5/19/2026 | 10:09 AM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Kevin F. Serrano CF464EA4826C485...
County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: Signed by: David Bolton 68FDC263FF...
Risk Management

Date: 6/3/2026 | 10:20 AM PDT

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County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____

Intern's Name (Print) Date

_____

Intern's Signature

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MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND UNIVERSITY OF THE PACIFIC

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and University of the Pacific (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

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G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at Institution and/or student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

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V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **July 1, 2026** to **June 30, 2030**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall

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maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. 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.

2. Student participant automobile liability insurance, student participants who drive to/from any work location, must provide proof of valid California driver's license and proof of insurance.

3. Workers' Compensation Insurance, 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 occurrence.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees andcosts.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Elisa Anders Chief of Staff to the Provost
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	3601 Pacific Ave, Stockton, CA 95211
Address	*Address*
(831) 755-5043	(209) 932-3328
Phone	*Phone*

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

EDUCATIONAL INSTITUTION

By: Signed by: Elisa Anders 779ADEE14C5B40B...

Name: Elisa Anders

Title: Chief of Staff to the Provost

Date: 5/15/2026 | 3:25 PM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Kevin F. Serrano CF464EA4829C485... County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: Signed by: David Bolton 68FDC263FB24... Risk Management

Date: 6/3/2026 | 10:20 AM PDT

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County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

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MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND CAPELLA UNIVERSITY

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Capella University (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall require appropriate health and safety training for all participating students, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

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K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

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VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall

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maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Workers' Compensation Insurance, in accordance with applicable law.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, student participants, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

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X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

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F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Site-Based Learning/Affiliation Agreements
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	225 S 6th Street, Minneapolis, MN 55402
Address	*Address*
(831) 755-5043	888-227-3552
Phone	*Phone*

[Signatures on following page]

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

Signed by:
By: Jacqueline Trask
F110A373A5BB4F0...

Name: Dr. Jacqueline Trask, PhD, MSW

Title: MSW Program Director

Date: 5/21/2026 | 5:12 PM EDT

APPROVED
By SEI Legal at 2:39 pm, May 14, 2026

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Signed by:
By: Kevin F. Serrano
CF464EA4829E4B0...
County Counsel

Date: 6/3/2026 | 10:23 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

Signed by:
By: David Bolton
68FDC263FB124BC...
Risk Management

Date: 6/3/2026 | 10:20 AM PDT

Docusign Envelope ID: 07CABF9C-FC89-8DA1-8337-F2412C393249

County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

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- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

Docusign Envelope ID: 6CC7F7E3-73CD-8DFB-833B-FDB3B9854263

SCHEDULER
Scheduling, Simplified.

Pace Scheduler Agreement

Prepared For

Monterey County Probation
Dir. Michael Palmer
20 E. Alisal St.
Salinas, CA 93901

Prepared By

Frank Provenzano
fprovenzano@pace-systems.com
630-395-2187

Pace Systems
2040 Corporate Lane
Naperville, IL 60563

Date

May 20, 2026

Docusign Envelope ID: 6CC7F7E3-73CD-8DFB-833B-FDB3B9854263

PACE SCHEDULER
Scheduling, Simplified.

OVERVIEW

Dear Dir. Palmer,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano
National Account Manager
Pace Scheduler

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PACE SCHEDULER
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SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any device (tablet, phone, laptop, PC, etc).

The software is based on a yearly subscription model and includes the following:

- 13-month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8AM-5PM, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

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TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title

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and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Unpaid amounts may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

The Customer is entering into an agreement with Company for the purpose utilizing the Pace Scheduler software. If at any time the County determines that the services provided do not align with the agreed-upon terms or if the contractor fails to respond to issues in a timely manner, the County reserves the right to withhold payment.

Prior to withholding payment, the Customer will issue a formal written warning to Company detailing the deficiencies or concerns. If the contractor does not resolve the identified issues within the timeframe specified in the warning, the County may proceed to withhold payment until the issues are adequately addressed.
Deficiencies/concerns do not include custom development or any features/improvements outside the current software capabilities.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be renewed for additional periods of the same duration as the Term as specified in the Order Form with agreement from both parties unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall

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use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR D) FOR ANY AMOUNTS THAT, TOGETHER WITH ALL OTHER CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED $1,000,000 IN THE AGGREGATE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided that Customer receives prior written notice of such assignment. All parties must agree in writing to be bound by all terms of this Agreement, including but not limited to data security, confidentiality, privacy, and compliance obligations, which shall be no less protective than those in effect prior to the assignment.

In the event Customer data is transferred or hosted by a different entity or in a different environment as a result of such assignment, Company shall disclose in writing the identity of the assignee and any third-party hosting providers, the location(s) where Customer data will be stored or processed, and confirmation that such environment meets applicable security and compliance requirements. Customer shall have the right, upon written notice, to either continue under the assigned Agreement or terminate the Agreement without penalty. Upon termination, Company shall promptly provide Customer with a complete and usable export of all Customer data in a mutually agreed-upon format.

Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

The County is entering into an agreement with Company for the purpose of system purpose, e.g., providing services outlined in this contract]. If at any time the County determines that the services provided do not align with the agreed-upon terms or if the contractor fails to respond to issues in a timely manner, the County reserves the right to withhold payment.

Prior to withholding payment, the County will issue a formal written warning to Company [Pace Systems], detailing the deficiencies or concerns. If the contractor does not resolve the identified issues within the timeframe specified in the

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warning, the County may proceed to withhold payment until the issues are adequately addressed. Deficiencies/concerns do not include custom development or any features/improvements outside the current software capabilities.

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SECURITY STATEMENT

The Pace Scheduler is a cloud-based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

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SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all tickets within one (1) business day.

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PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: May 20, 2026
QUOTATION #: MON20260520
QUOTE VALID UNTIL: August 20, 2026

BILL TO:
Monterey County Probation
Dir. Michael Palmer
20 E. Alisal St., Salinas, CA 93901

Annual Software License (Recurring)

Description	# of Licenses	Billing Term	Total
Pace Scheduler Software License	Up to 125 users	Annual Recurring	$8,350.00
Time Clock Software License	Up to 100 users	Annual Recurring	$3,500.00
Annual Recurring Software Subtotal			**$11,850.00***

One-Time Hardware/Related Costs

Description	Qty	Billing Term	Total
Samsung Galaxy Tab Active5 (Wi-Fi, 128GB) w/ PS*	2	One-Time	$1,050.00
RAM Locking USB-C Powered Dock w/ NFC (Active5/3)*	2	One-Time	$500.00
NFC Cards (125 kHz RFID)	125	One-Time	$125.00
Tablet Configuration Fee	N/A	One-Time	$500.00
One-Time Hardware/Related Subtotal			**$2,175.00**

**On-site installation by owner/client; remote support for installation provided by Pace Scheduler*

Total Cost Summary

Description	Total
Annual Recurring Subscription Fees	$11,850.00
One-Time Fees	$2,175.00
FIRST YEAR TOTAL FEES	**$14,025.00**

Satisfaction Guarantee: Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the first 12 months of your subscription, Pace will prorate and refund the unused portion of your subscription. Refund does not include any custom development fees or Timeclock hardware/supplies.

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OPTIONAL ITEMS

Single Sign On (SSO) through MS Azure/Entra ID allows users to use their existing active directory password, instead of having to remember another new password. It also allows your IT department to maintain control over password standards, policy and security.

You would have to check with your IT department to see if they support it if you are interested.

1. Single Sign On ("SSO")	
Please check the box to add SSO through Microsoft Azure to your annual subscription of Pace Scheduler	**Check "X" in the Box Below to Include SSO**
SSO Pricing for the up to 125 users: $1,260.00/year	[ ]

Annual Recurring Subscription Fees – INCLUDING SSO	**$13,110.00**
FIRST YEAR TOTAL FEES – INCLUDING SSO	**$15,285.00**

2. Multi-Year Subscription*

Pricing subject to increase at time of subscription renewal. Purchase a multi-year subscription to lock in your pricing with no increases throughout the period.

Please check "X" in a box below if you would like to take advantage of a multi-year subscription

2 Year	3 Year	4 Year	5 Year
[ ]	[ ]	[ ]	[ ]

**Payment is due upfront for selected number of years in order to take advantage of this offer*

3. Custom Implementation Services

Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract

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PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: MON20260520

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

PACE SYSTEMS, INC

Contact Name:
Mark Liu

Title:
President

Signature:
Signed by:
Mark Liu
103EC82346E8452...

Date:
5/21/2026 | 1:01 PM PDT

Monterey County Probation

Contact Name:

Title:

Signature:

Date:

PO# (If Applicable):

Signed by:
Anne Brereton
44E083B3FBEA412...

Anne K. Brereton, Deputy County Counsel

6/1/2026 | 2:46 PM PDT

DocuSigned by:
Ma Mor
2617DD077D65495...

Chief Deputy Auditor-Controller

5/26/2026 | 10:20 PM PDT

CLIENT BILLING INFORMATION

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Date: _____

Company Information

Company Name:	*Company Address:*	
City:	*State:*	*Zip Code:*
Phone Number:	*Fax Number:*	*Website:*
Company Contact:	*Title:*	*Phone Number:*

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

Name:	*Phone:*	*Email:*

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

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In order to move forward, we will need the following from you:

1. Copy of signed Proposal (including pricing page)
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
   - **Project Lead**
   - **Co-Lead**
   - **Head of Department** - this person will be copied on correspondence and progress
   - **Payroll Contact** - person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

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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:

Coalition of Homeless Services Providers,

(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:

management and coordination of various components of the County's homelessness response activities.

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: **$** 427,797.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Katrina McKenze
Name
Executive Director
Title
1123 Fremont Blvd., Suite D, Seaside, CA 93955
Address
(831) 883-3080
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: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/29/2026 | 10:38 AM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Andrew Valentine 25834C99491E449...
Auditor/Controller
Date: 5/29/2026 | 2:26 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Coalition of Homeless Services Providers
Contractor/Business Name*
By: Signed by: Greg Baker 47DF4F3BC74A42D...
(Signature of Chair, President, or Vice-President)
Greg Baker, Board President
Name and Title
Date: 5/28/2026 | 8:14 AM PDT
By: DocuSigned by: Judy Cabrera 02A6B3208310468...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Judith Cabrera
Name and Title
Date: 5/28/2026 | 8:24 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Coalition of Homeless Services Providers

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs

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SCOPE OF WORK/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS

A. FUNDING AMOUNT

$143,689.00	County Funds
$100,000.00	HHAP-4, PLAN
$ 27,797.00	HHAP-6, HMIS
$156,311.00	HHAP-5, PLAN
$427,797.00	**Total Funding**

B. CONTRACT TERM

July 1, 2026 to June 30, 2027

C. CONTACT INFORMATION

County Contract Monitor:

Monterey County Department of Social Services
Adriana Narez Tapia, Management Analyst III
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4447 Fax: (831) 755-8477
Narez-TapiaAY@countyofmonterey.gov

Contractor Information:

Coalition of Homeless Services Providers
Katrina McKenzie, Executive Director
1123 Fremont Blvd., Suite D, Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085
kmckenzie@chsp.org

Location of Services:

Coalition of Homeless Services Providers
1942 Fremont Blvd Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085

D. SUBAWARD INFORMATION:

CONTRACTOR UEI Number: E4FPKBV8Y9K4
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND

The Coalition of Homeless Services Providers (CHSP) is a private, non-profit agency comprised of Member Agencies that provide services to persons experiencing homelessness in Monterey and San Benito Counties. The CHSP is the U.S. Department of Housing and Urban Development (HUD) designated Continuum of Care (CoC) Coordinator for CA-506 – Salinas/Monterey, San Benito Counties CoC. The purpose of this agreement is to provide funds to comply with the requirements of the CoC as outlined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. These requirements include several key functions including staffing the CoC Leadership Board, coordinating a regional strategic plan, maintaining a Homeless Management Information System (HMIS), managing the Coordinated Entry Program, ensuring a complete CoC application is submitted annually and that the Point-In-Time Count is conducted as required by HUD.

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F. DESCRIPTION OF SERVICES

It is acknowledged that funding under this agreement will only cover a portion of the services necessary to complete these functions, however it is expected that additional funding sources will be used to leverage the core infrastructure this agreement establishes to perform services and fund staff, and all things otherwise necessary for or incidental to the performance of work, as set forth below:

F.1 CONTINUUM OF CARE COLLABORATIVE APPLICANT ACTIVITIES: CONTRACTOR shall perform systems planning work, preparation, and submission of the annual application for CoC Program Funds to HUD and ensure the submission of the CoC application meets all HUD requirements including completion of the biennial Point-In-Time (PIT) Count.

F.1.1 Convene the recruitment, seating and convening of a rank and review panel and appeals panel, and staff bidders conference(s), and support the management of FAQs from applicants.

F.1.2 Coordinate and provide technical assistance to current and interested CoC Consolidated Application applicants including discussion of application strategies and timelines for submittal.

F.1.3 Notify service providers and the public of the release of the CoC Consolidated Application and other CoC-related funding streams. Prepare and submit a public notice to local newspapers notifying the public of the process.

F.1.4 Develop and refine the local application in consideration of scoring criteria to ensure elements of the application are met and support the rank and review panel and appeals process as needed.

F.1.5 Issue the local rating and ranking list and collaborate with partners to manage the submission of the Consolidated Application.

F.1.6 Develop and submit the CoC Consolidated Application and applicant agency project applications to HUD as the CoC designated Collaborative Applicant by the established deadline.

F.1.7 Provide staff support to the annual CoC Application to HUD under the direction of the CoC Leadership Board. Prepare Review & Ranking Panel funding priority recommendations for presentation to the CoC Leadership Board for approval.

F.1.8 Provide a detailed summary of the CoC's compliance with CoC mandates and HUD requirements in the form of a presentation to the CoC Leadership Board following the completion of the Consolidated Application submission and award.

F.1.9 Convene and organize all activities associated with the completion of the biennial Point-In-Time (PIT) Count and annual sheltered Housing Inventory Count (HIC).

F.1.10 Utilize PIT and HIC data to develop county-wide unmet bed needs and gaps analysis as required by HUD.

F.1.11 Provide staff support to the planning efforts for the PIT Count required by HUD, coordinating with the CoC Leadership Board and convened workgroup to oversees any third-party entities selected and retained to facilitate the PIT for

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management consulting and research firm conducting the data analysis and evaluation of PIT Count results.

F.1.12 Support the CoC Leadership Board in reviewing, formally approving, and publicly releasing the PIT Count results in the form of a formal presentation to the Monterey County Board of Supervisors and with an infographic summary and final report.

F.2 CONTINUUM OF CARE BOARD ACTIVITIES: CONTRACTOR shall coordinate the CoC Leadership Board and identified sub-committees herein to ensure compliance with Federal requirements, including the CoC Board's roles, responsibilities, and oversight under HUD's Rule. Assist in the preparation and implementation of the CoC Leadership Board, identified sub-committees, and workgroup materials.

F.2.1 Convene the CoC Leadership Board, with a minimum of 6 meetings per year, and additional meetings as needed and scheduled by the CoC Leadership Board.

F.2.2 Staff CoC committees and work groups, maintain minutes, prepare agendas under the direction of the chair or co-chairs, and prepare meeting materials with sufficient noticing. Solicit member participation and maintain membership lists with contact information made available to COUNTY and CoC Leadership Board.

F.2.3 Facilitate the development of annual action plans under the direction of the CoC Leadership Board and sub-committees with established measures to track progress of work plan activities, and report to the CoC Leadership Board and the COUNTY bi-monthly on progress. Establish annual implementation priorities to ensure immediate and relevant tasks are accomplished and adjust work plans accordingly.

F.2.4 Provide staff support for scheduling and agenda setting of CoC community meetings with the full membership. Maintain CoC membership lists with contact information made available to COUNTY and CoC Leadership Board upon request.

F.2.5 Promote transparency, accountability, and stakeholder engagement in all CoC-related activities, to facilitate the sharing of information and inclusion of input from the community.

F.2.6 Make available all dates, meeting locations or links to virtual meetings, and drafts of meeting materials and agendas for all committee/subcommittee meetings by posting them on the CHSP website and distributing to committee members. Maintain records of all related materials to be made available to COUNTY at contract closeout.

F.2.7 Convene, facilitate and prepare materials for CoC membership meetings, open to all interested stakeholders in Monterey County, to promote the work of the CoC, to present policy issues needing advocacy, and to collect feedback on the priorities and activities of the CoC for the CoC Leadership Board.

F.2.8 Ensure that all policies adopted by the CoC regarding public participation shall ensure that people currently experiencing homelessness have access to, and participation in, the decision-making process

F.2.9 Publish communications and provide updates and materials to the CoC Leadership Board, referenced committees, and workgroups, and schedule presentations as needed for the CoC Leadership Board to receive information

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and make informed policy decisions. Maintain records of communications for review by COUNTY at the close of this contract.

F.2.10 Provide a written summary to the COUNTY at the close of this contract outlining how the CoC Leadership Board, its Sub-Committees and CONTRACTOR staff helped meet CoC obligations during the contract term.

F.3 COORDINATED ENTRY SYSTEM MANAGEMENT: CONTRACTOR shall manage and maintain compliance of the Coordinated Entry System (CES), known locally as Coordinated Assessment and Referral System (CARS) including administration and maintenance of the CARS Master List and management of referrals to receiving programs.

F.3.1 Maintain operations of a CES that ensures that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed, referred, and connected to housing and assistance based on their strengths and needs. *See HUD Interim Rule and Notice CPD-17-01.*

F.3.2 Administer the CARS Master List and referrals to receiving programs and engage with community partners to participate in the CES as a referring entity and/or receiving program.

F.3.3 Ensure all policies, operations, and performance of the CES are consistent with approved principals, policies, and standards; fair and transparent; racially and ethnically equitable; compliant with funding regulations; and meeting performance benchmarks.

F.3.4 Fulfill CoC regulatory responsibilities for the CES, which includes reviewing policy and procedures and establishing participation expectations, and data collection, quality, and sharing protocols.

F.3.5 Convene the related subcommittee(s) with appropriate representation from users of the CES, CoC Leadership Board, County and City departments, nonprofit service providers, community-wide partners, people with lived experience of homelessness, and experts in housing crisis systems or related expertise.

F.3.6 Coordinate and conduct an annual CES evaluation, as required by HUD, and resolve any findings of evaluation.

F.3.7 Manage training needs across the homeless service provider network and other partners to ensure accurate and meaningful data collection and provide technical assistance to CES mandated organizations.

F.4 HOMELESS MANAGEMENT INFORMATION SYSTEM: CONTRACTOR shall be responsible for designating and operating a Homeless Management Information System (HMIS), that complies with all requirements established by HUD, as well as with State and local funding requirements.

F.4.1 Coordinate and manage an HMIS system which is a database developed to capture information for all individuals who are served by CoC funding from HUD as well as other by state and local funding, as required by legislation, to ensure coordinated services and access to housing.

F.4.2 Ensure full compliance with AB 977 with respect to all members participating in CDSS programs and projects that require client data to be entered and tracked in HMIS.

F.4.3 Serve as the administrative HMIS lead and make decisions about HMIS management and administration, including but not limited to ensuring participation of provider agencies, evaluating HMIS performance for

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compliance and functionality, and analyzing existing HMIS policies and procedures. *See HUD Interim Rule, Notice CPD-17-01 and 24 CFR 578.7(b).*

F.4.4 Maintain staff to support and ensure compliant HMIS End User Agreements and policies including data quality, security, participation, and customization, as well as all other requirements articulated in HUD regulations and formal guidance related to local HMIS management and performance.

F.4.5 Purchase, distribute and manage HMIS license allocations and access controls which ensure client privacy, security, and confidentiality is maintained.

F.4.6 CONTRACTOR shall supply two (2) System Level Administrator access licenses for a DSS manager-level position assigned to CoC coordination and oversight activities & for the County Homeless Services Director. These licenses are exclusively for conducting system-level performance reports and planning.

F.4.7 Assist with required reporting configurations, including but not limited to, HIC/PIT, CAPER, APR, Systems Performance Measures, Longitudinal Systems Analysis.

F.4.8 Conduct all aspects of New User trainings, HMIS Oversight Committee (leadership arm of HMIS program), Data Quality trainings, Advanced Reporting Tool (ART) trainings, HMIS Administrator trainings for HMIS End Users, Agency Admins and Agency Security Officers and provide ongoing technical support.

F.4.9 Run HUD Universal Data Elements, Data Incongruities Reports, and other data quality reports as required by Federal and State partners.

F.4.10 Lead HMIS activities, including coordination with any HMIS consultants, and provide technical assistance to member agencies and other contributory HMIS organizations to ensure necessary training, accurate data entry and homeless reports.

F.4.11 Lead CoC efforts in developing an ongoing, vibrant HMIS Quality Assurance Plan toward becoming a HUD “High Performing CoC.”

F.4.12 Work collaboratively with the Leadership board and the full CoC membership and users of the HMIS with implementation of updates and improvements, communicating changes to the system and ensuring that the full membership and HMIS users are fully aligned with HMIS requirements.

F.4.13 Work collaboratively with the State and CoC membership to comply with Homeless Data Information System (HDIS) data submission and engagement requirements.

F.4.14 In consultation with the Leadership board, ensure operation, and implement modifications as needed, to meet program reporting and system analysis needs.

F.4.15 Convene and provide staff support to related CoC Leadership board subcommittees including facilitating review of data quality reports, ensuring compliance with Federal requirements, and providing staff support to the CoC Leadership board so that it may conduct an annual review of the HMIS’s performance and functionality.

F.5 LEAD ME HOME PLAN ACTIVITIES & COORDINATED HOMELESS RESPONSE: CONTRACTOR shall provide support and advocacy for activities and objectives as outlined in the Lead Me Home, 5-Year Plan to Reduce Homelessness.

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F.5.1 Ensure all services and communications to both the community and service partners are delivered in a low-barrier, trauma informed, and culturally considerate manner, in English and Spanish at minimum, and efforts to accommodate additional languages, when necessary, as mandated by HUD and other state and local regulations.

F.5.2 Serve as a central contact on behalf of the homeless service provider coalition members and support coordination of community communication, service provider response and engagement, ensuring public access and phone accessibility during regular business hours.

F.5.3 Serve as the lead in community coordination efforts that support the development and implementation of the Lead Me Home 5-Year Plan to Reduce Homelessness objectives and provide support and advocacy for achieving the goals and strategies outlined in the plan. *See 24 CFR 578.7(c).*

F.5.4 Coordinate with consulting partners, as needed, to continue the implementation of the Plan and seek other resources to ensure the adopted Plan is implemented and revised as homeless conditions and population needs change.

F.5.5 Lead the CoC in seeking other resources to ensure that adequate housing and supportive services can be provided at every stage in the homeless service system and beyond, as relevant to Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act regulations.

F.5.6 Serve as, or identify and appoint a designee to serve as, the primary contact for calls from elected county officials and local jurisdictions within the county regarding outreach to homeless encampments.

F.5.6.a CONTRACTOR shall notify the provider network of the encampment situation and arrange for response within 48 hours after receiving a request for assistance. It is understood that CONTRACTOR is not a direct services provider and serves as a coordinating body for independent homeless service providing organizations.

F.5.6.b CONTRACTOR shall convene providers and jurisdictions at least quarterly to develop and maintain an encampment outreach strategy within the constraints of provider capacity. Adequate performance of this section shall be determined by timely notice to the provider network of requests for encampment outreach and the convening of quarterly encampment outreach strategy meetings.

F.5.6.c Contractor shall maintain a database that tracks homeless encampments throughout the county and will work with outreach partners, local jurisdictions, and County departments in collecting and sharing such data inter-organizationally.

F.5.7 CONTRACTOR shall perform tasks to support an inclement weather plan and policy developed in collaboration with the COUNTY. During the winter months, set from November 1 to March 31. Prior to inclement weather season, the CONTRACTOR shall develop and update as required the “Inclement Weather Chart: Shelter Facilities/Food/ Vouchers Capacity and Potential Expansion” (included in the Inclement Weather Plan) identifying current emergency shelter capacities.

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F.5.7.a CONTRACTOR shall develop and publish inclement weather (IW) policies and procedures to inform the local service provider network about agency and network Inclement Weather planning, preparation, and response activities prior to, and regularly during, inclement weather season.

F.5.7.b CONTRACTOR shall ensure IW policies are developed and reviewed in coordination with the COUNTY

F.5.7.c CONTRACTOR shall contact providers on the chart to determine if the information is still current, and update information if capacity noted has expanded or contracted. COUNTY funded shelters are contractually required to temporarily expand capacity during Inclement Weather events.

F.5.7.d CONTRACTOR shall e-mail the chart to the CONTRACTOR'S member agencies, the 2-1-1 Program Manager (United Way Monterey County) and to COUNTY staff.

F.5.7.e CONTRACTOR shall work collaboratively with local jurisdictions and partners, including the COUNTY, to actively research and contact potential facilities throughout the County which can be opened as temporary emergency shelters during inclement weather periods.

F.5.7.f CONTRACTOR shall monitor official weather alerts to facilitate timely notification of the service provider network.

F.5.7.g CONTRACTOR shall convene coordination meetings in the event of a local emergency declaration.

F.5.8 Identify systems gaps and actively pursue projects and funding to fill needs.

G. TRAVEL/MILEAGE REIMBURSEMENT

G.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

H. REPORTING

H.1 CONTRACTOR shall submit a quarterly report of activities addressing performance of activities as outlined in Section F: Description of Services to the County Contract Monitor listed in Section C: Contact Information.

H.2 Reports should be no more than five total pages and include updates on each of the core components of this agreement: CoC collaborative applicant activities, CoC board activities, coordinated entry system management, homeless management information system, and Lead Me Home Plan activities & coordinated homeless response.

H.3 These reports are due:

H.3.1 October 15, 2026 for the period of July 1, 2026 to September 30, 2026

H.3.2 January 15, 2027 for the period of October 1, 2026 to December 31, 2026

H.3.3 April 15, 2027 for the period of January 1, 2027 to March 31, 2027

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H.3.4 July 15, 2027 for the period of April 1, 2027 to June 30, 2027

H.4 CONTRACTOR shall participate in contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through issuance of a contract monitoring report.

I. PAYMENT PROVISIONS

I.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, Section I**,** PAYMENT BY COUNTY, of this Agreement.
The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2026 through June 30, 2027 shall not exceed **four hundred twenty-seven thousand seven hundred ninety-seven dollars and no cents. ($427,797.00).**

I.2 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed no later than 15 days after the end of each month on the form set forth in **Exhibit D**. The final invoice will be due no later than July 15, 2027.

I.3 All original signed invoices shall be submitted to the County Contract Monitor including all appropriate back-up documentation to support expenses submitted.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 15th. If the Final Invoice is not received by COUNTY by close of business on July 15th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Katrina McKenzie** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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July 1, 2026 - June 30, 2027

Agency Name Coaltion of Homeless Services Providers

Expense Categories	County Funds $143,689.00	HHAP 4/HHAP 6 $127,797.00	HHAP - 5 $156,311.00	Total Budget $427,797.00
Personnel	$ 8,689.00	$ 100,000.00	$ 100,000.00	$ 208,689.00
HMIS	$ 20,000.00	$ 27,797.00	$ -	$ 47,797.00
Occupancy	$ 20,000.00	$ -	$ -	$ 20,000.00
Insurance	$ 10,000.00	$ -	$ -	$ 10,000.00
Audit	$ 20,000.00	$ -	$ -	$ 20,000.00
Utilities	$ 15,000.00	$ -	$ -	$ 15,000.00
Professional Services	$ 20,000.00	$ -	$ 21,311.00	$ 41,311.00
Subscriptions & Software	$ 10,000.00	$ -	$ 10,000.00	$ 20,000.00
Accounting	$ 15,000.00	$ -	$ 25,000.00	$ 40,000.00
Supplies	$ 5,000.00	$ -	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Program Total	$ 143,689.00	$ 127,797.00	$ 156,311.00	$ 427,797.00

Budget Narrative

Expense Category	Line Item narrative
Personnel	HHAP 4: CHSP staff will be supported through a percentage of the CAP contract. Linked is the 24 CFR 578 regulation pertaining to the staffs responsibilities as it pertains to Code Regulations: The annual salaries are as follows, a percentage of the below will be
HMIS	County Funds & HHAP 6: This line item will directly support to operate the Homeless Management Information System (HMIS) as defined by 24 CFR 578.7(b). This supports the implementation of the platform/program in which HMIS is operated on. The total estimated
Occupancy	Occupancy refers to the monthly rent for CHSP. The annual cost for "Occupancy" is $34,000. CAP will support a percentage of the rent for the office. This allows for the support of personnel to accomplish CoC responsibilities as listed on 24 CFR 578.
Insurance	The annual cost for "Insurance" has increased to $50,000. The CAP contract will support a percentage of insurance costs. CHSP contracts with Non-Profit Insurance Alliance to support with: - Angecy liability, errors, ommission, and automobile insurance.
Audit	The annual cost for CHSP's annual "Audit & Tax Preperations" is $50,000. The CAP contract will support a percentage of the annual cost to support the agencies regular audit. This will directly support the requirement as listed in 24 CFR 578.99(g).
Utilities	The annual cost for "Utilities" is $50,000. The CAP contract will support a percentage of the annual cost to support telephone, internet, trash, water, security, cleaning, and additional building maintenance.
Professional Services	The annual cost for "Professional Services" is $500,000. The CAP contract will support a percentage of the annual cost by supporting: - Percentage of consulting fees incurred through the regional consolidated planning effort,
Subscriptions & Software	The annual cost for software and administrative systems is approximately $100,000 and supports CHSP's ability to effectively administer and operate the Continuum of Care (CoC). These platforms are essential to carrying out core administrative, financial management,
Accounting	The annual cost of " Accounting" fees is $100k. A portion of this contract will support CHSP's financial management functions, which are outsourced to CliftonLarsonAllen (CLA). CLA provides critical fiscal oversight and technical expertise to ensure strong internal controls
Supplies	The annual cost for "Supplies" is $16,000. The CAP contract will support a percentage of the annual cost to support administrative operations, meeting supplies, training supplies, printing & postage. This line item directly supports staff with a variety of daily activites through HMIS,

Funding Source: HHAP4, HHAP5, HHAP6, & County Funds

EXHIBIT D

Coalition of Homeless Services Providers
Monterey County Department of Social Services
July 1, 2026 - June 30, 2027

Remit To:
Coalition of Homeless Services Providers
1123 Fremont Blvd., Ste. D, Seaside, CA 93955

Invoice Month: Invoice Name:

Expense Categories	Total Budget	Coordination County GF	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 8,689.00	$ -	$ -	$ -	$ 8,689.00
HMIS	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Occupancy	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Insurance	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Audit	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Utilities	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
Professional Services	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
Subscription & Software	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Accounting	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
Supplies	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 143,689.00	$ -	$ -	$ -	$ 143,689.00
Total Service Budget		$ 143,689.00			
Year to Date		$ -			
Balance Remaining		$ 143,689.00			

Expense Categories	Total Budget	Coordination HHAP-4/ HHAP 6	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
HMIS	$ 27,797.00	$ -	$ -	$ -	$ 27,797.00
Occupancy	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -	$ -
Subscription & Software	$ -	$ -	$ -	$ -	$ -
Accounting	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 127,797.00	$ -	$ -	$ -	$ 127,797.00
Total Service Budget		$ 127,797.00			
Year to Date		$ -			
Balance Remaining		$ 127,797.00			

Expense Categories	Total Budget	Coordination HHAP-5	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Personnel	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
HMIS	$ -	$ -	$ -	$ -	$ -
Occupancy	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -	$ -
Professional Services	$ 21,311.00	$ -	$ -	$ -	$ 21,311.00
Subscription & Software	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Accounting	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
Supplies	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 156,311.00	$ -	$ -	$ -	$ 156,311.00
Total Service Budget		$ 156,311.00			
Year to Date		$ -			
Balance Remaining		$ 156,311.00			

Complete Total	$ 427,797.00	$ -	$ -	$ -	$ 427,797.00
Total Budget	$ -	$ 427,797.00			
Year to Date		$ -			
Balance Remaining		$ 427,797.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone # Authorizing Signature / Date

Monterey County Authorized Signature / Date

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EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Coalition of Homeless Services Providers

Signed by:
By: Greg Baker
47DF4F3BC74A42D...

Title: Board President

Date: 5/28/2026 | 8:14 AM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Greg Baker
Signature 47DF4F3BC74A42D...

Board President
Title

Coalition of Homeless Services Providers
Agency/Organization

5/28/2026 | 8:14 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Greg Baker
47DF4F53BC74A2D...
(signature of authorized representative)

5/28/2026 | 8:14 AM PDT
(date)

Docusign Envelope ID: 20E857A0-D603-80F2-8118-395A0EFDF9A7

COALITION OF HOMELESS SERVICES PROVIDERS
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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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:

Central Coast Center for Independent Living,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

housing search, placement support and rental subsidies for participants in the Housing and Disability Advocacy Program.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 250,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Judy Cabrera
Name
Executive Director
Title
318 Cayuga St., Suite 208, Salinas, CA 93901
Address
(831) 757-2968 ext. 22
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/29/2026 | 10:40 AM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/29/2026 | 2:00 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Central Coast Center for Independent Living
Contractor/Business Name*
By: DocuSigned by: Judy Cabrera 02A6B3208310468...
(Signature of Chair, President, or Vice-President)
Judith Cabrera
Name and Title
Date: 5/27/2026 | 1:59 PM PDT
By: DocuSigned by: Wesley Haye 902BAE34F4CA49E...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Wesley Haye
Name and Title
Date: 5/27/2026 | 3:12 PM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Central Coast Center for Independent Living

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting
Exhibit I	Housing First Principles
Exhibit J	Homeless Management Information System (HMIS)
Exhibit K	Coordinated Entry System

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SCOPE OF WORK/PAYMENT PROVISIONS

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

HOUSING & DISABILITY ADVOCACY PROGRAM (HDAP)

A. TOTAL FUNDING: $250,000

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
Erika Estrada, Management Analyst
County of Monterey Department of Social Services
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 784-2172 Fax: (831) 796-8667
estradame@countyofmonterey.gov

Contractor Fiscal Contact:
Judy Cabrera, Executive Director
Central Coast Center for Independent Living
318 Cayuga St., Suite 208, Salinas, CA 93901
Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549
jcabrera@cccil.com

Contractor Program Contact:
Georgina Alvarez, Associate Director
Central Coast Center for Independent Living
318 Cayuga St., Suite 208, Salinas, CA 93901
Phone: (831) 757-2968 ext. 24 Fax: (831) 757-5549
galvarez@cccil.com

Location of Services:
Central Coast Center for Independent Living
318 Cayuga St., Ste. 208, Salinas, CA 93901
Phone (831) 757-2968 Fax (831) 757-5549

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: PXU7BWE2H7B3
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A

E. BACKGROUND:

The Housing and Disability Advocacy Program (HDAP) is a state-funded program administered locally by County of Monterey Department of Social Services, Aging and Adult Services (COUNTY). The HDAP is intended to support participants in meeting two important program goals: securing disability benefits and stabilizing in permanent housing. Since 2018, the COUNTY has contracted with Central Coast Center for Independent Living (CONTRACTOR) to provide administrative and housing subsidy funding to provide housing search, placement support and rental subsidies for HDAP participants referred to CONTRACTOR by COUNTY.

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F. TARGET POPULATION:

Eligible adults, youth, or families who are experiencing homelessness, or are at risk of homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) and wish to file or have already filed for them.

Other populations to be targeted by the program include, but are not limited to, the following:

a. General Assistance/General Relief (GA/GR) applicants and recipients with disabilities who are homeless;
b. CalWORKs recipients with disabilities who are homeless;
c. CalFresh recipients with disabilities who are homeless;
d. low-income veterans with disabilities who are homeless; and
e. low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution:
    a. jails;
    b. prisons;
    c. hospitals;
    d. long term care facilities; or
    e. rehabilitation facilities.

G. PROGRAM DESIGN:

CONTRACTOR shall provide intensive case management, housing assessments, housing search/navigation, placement support, direct financial assistance, and rental subsidies to eligible HDAP clients referred by COUNTY.

CONTRACTOR shall provide services in compliance with Housing First principles **(Exhibit I)**, Homeless Management Information System (HMIS) **(Exhibit J)**, and Homeless Coordinated Assessment and Entry System (CARS) **(Exhibit K)**.

CONTRACTOR shall provide a Housing Specialist Case Manager to assist 60 clients annually to complete assessments, participate in the program, and place them in safe, clean, and affordable housing.

COUNTY shall provide new referrals and ongoing disability case management by SSI Advocacy staff for HDAP clients.

H. PERFORMANCE GOALS:

CONTRACTOR agrees to the following program performance measures:

a. Provide HDAP services to sixty (60) clients annually.
b. 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the COUNTY.
c. 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe, clean, and affordable temporary shelter until permanently housed or the case is closed.

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d. 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.

I. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

I.1 Administration

a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations, and in accordance with Housing First principles and Continuum of Care (CoC).
c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department with internal program staff and COUNTY staff to review active cases and ensure adequate program operations.
d. Participate in HDAP trainings/meetings required by CDSS.
e. Respond to deficiencies in meeting any service requirements within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
    i. Identification and response shall be captured in written communication.
    ii. Corrective actions shall be agreed upon by both parties.
    iii. Corrective actions shall be implemented as soon as deemed possible by both parties.
f. Ensure appropriate staffing to support the administrative of and delivery of to be provided.
g. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
h. Ensure all program data collection and reporting submission is completed as outlined in **Section L** of this Exhibit.

I.2 Referral and Assessment

a. Accept client referrals provided by COUNTY and respond within three (3) business days using secure electronic mail. Confirm receipt of the referral with the name of Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
b. Inform COUNTY of missed appointments and provide updated appointment dates as soon as information is available.
c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
d. Ensure an assessment includes, but is not limited to:
    i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
    ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why

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they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.

iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.

iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.

v. Delivery and discussion of the program participant rules and expectations.

vi. Completion of an authorizations for release of information to share information with COUNTY, landlord(s), and other individuals, businesses, and/or agencies helpful to maintain client's housing or to place client into alternative, temporary, or permanent housing as needed.

vii. A thorough assessment to determine the household size and housing needs to include, but not limited to: housing size; number of bedrooms required; number of bathrooms required; living space required; food preparation space required; and any additional special circumstances (disabilities, dependencies, or special requirements the client or household may have, such as home equipment needs, etc.).

viii. A thorough financial assessment, to include a comparison of all available household income and expenses for housing cost. Refer client to General Assistance or CalWORKs, when appropriate.

ix. Development of a budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage clients to pay for as much of their own housing as possible.

x. Development of a thorough housing plan, to include: actions to be taken to prevent eviction/homelessness; where temporary shelter will be obtained if required; resources for housing search (if applicable); short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours; and permanent housing placement (if applicable).

xi. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.

xii. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.

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xiii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.

xiv. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.

xv. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

I.3 Housing Placement

a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.

c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.

d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.

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e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

f. In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR and SUBCONTRACTORS regarding any home repairs/renovations/installations using HDAP funds are outlined as follows:

i. Prevailing wages: SUBCONTRACTOR shall comply with provisions of the California 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.

ii. DIR Registration: During the entire term of this Agreement SUBCONTRACTOR shall be registered with the California Department of Industrial Relations (DIR) as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. SUBCONTRACTOR shall also fully comply with all SB 854 requirements.

iii. Posting of Prevailing Wages at Job Site: SUBCONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which SUBCONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

I.4 Program Staff

a. Supervisor/Manager (or similar job title)

i. Housing Program Supervisor/Manager shall supervise internal Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Scope of Services.

ii. Supervisor/Manager shall be the primary point of contact for regular programmatic service information and shall communicate regularly with COUNTY Analysts and COUNTY HDAP staff.

iii. Supervisor/Manager shall be trained and qualified to carry out the role and responsibility of the Housing Specialist/Case Manager should additional program support be needed in that position.

b. Housing Specialist/Case Manager (or similar job title)

i. Complete an assessment for each client referred by COUNTY as outlined in **Section I.2** of this Exhibit.

ii. Provide Housing Specialist/Case Manager to assist each referred client with temporary and/or permanent subsidized housing search and placement.

iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate COUNTY program.

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iv. Assist clients to transition into fully subsidized or partially subsidized housing based on the client's needs and budget.
v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
viii. Provide basic housing search skills training and support to each COUNTY referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
ix. Provide "Ready to Rent" curriculum instruction to clients to help them prepare for, locate, and sustain permanent housing.
x. Develop a transition plan for housing support through other available resources within the local community.
xi. Ensure monthly contact is made and recorded with each COUNTY referred client participating in and complying with their housing plan.
xii. Ensure each client contact is used to determine the client's needs, satisfaction with their housing situation, and progress toward their housing plan.
xiii. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client's Social Security claim status.
xiv. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
xv. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).
xvi. Provide support to COUNTY referred clients, in collaboration and communication with COUNTY Home Safe staff, to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly contacts.
xvii. Close CONTRACTOR's housing services when directed by COUNTY and complete the Case Closure process.
xviii. Record the service closure in the service provider's secure program database, indicating the service end date and appropriate final outcome.
xix. Respond using secure email to COUNTY inquiries about client progress within two (2) business days.

J. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

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J.1 Administration

a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
b. Review invoices and reports submitted by CONTRACTOR and process for payment.
c. Communicate, at a minimum, within five (5) working days to:
    i. Respond to any inquiries from CONTRACTOR regarding a referral, placement, or direct financial assistance payment.
    ii. Share any changes in client status or circumstances that impact CONTRACTOR.
d. Be available for monthly meetings and as needed with CONTRACTOR.
e. Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

J.2 Tracking and Reporting

a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
b. Update and complete client's information in the Housing and Homelessness Data Reporting Solution Database (HHDRS) for state reporting.
c. Report to California Department of Social Services (CDSS) as required quarterly and/or as needed regarding HDAP expenditures, program participation and updates.
d. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.
e. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

J.3 Case Management

a. Provide staff for outreach and ongoing case management services for clients from the SSI Advocacy Program to provides assistance with the disability benefits application process, access other county and community services and supports, refer clients and collaborate with CONTRACTOR for housing assistance.
b. Document client information, contacts, interventions, and other information in the SSI Advocacy database.
c. Meet and communicate regularly with CONTRACTOR HDAP staff and review CONTRACTOR updates to support coordination of HDAP services and case management oversight.

K. TRAVEL/TRAINING REIMBURSEMENT:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

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L. DATA COLLECTION/REPORTING INSTRUCTIONS & SUBMISSION:

Data Collection: CONTRACTOR shall collect and track data points requested by the COUNTY and/or CDSS. CONTRACTOR shall:

a. Maintain an ongoing and accurate secure log that includes at minimum: Client Last Name; Client First Name; Housing Program; Date of Referral; Program Start Date; Program End Date; Date(s) and Amount(s) of Financial Assistance; Final Outcome; Services and/or Referrals Provided; Comments; Monthly Progress Updates; and Six (6) and Twelve (12) Month Follow-Ups after closure.
b. Track all housing related financial assistance, services, and associated costs, including specific amounts spent per individual client, and document those as interventions in client records.
c. Maintain client records in the local Homeless Management Information System (HMIS) according to standards established by the local Continuum of Care (CoC).
    i. Provide COUNTY access to HDAP data collected within the HMIS.

Reporting: CONTRACTOR shall provide reports as requested by COUNTY or CDSS. CONTRACTOR shall:

a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS.
b. Provide a monthly electronic copy of the data report to the COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.
c. Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
d. Submit quarterly report to COUNTY providing requested data to meet State reporting requirements by October 10, 2026; January 10, 2027; and April 10, 2027, and July 10, 2027.

M. PAYMENT PROVISIONS:

a. County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.
b. Total cost of this program is ***two hundred fifty thousand dollars*** **($250,000.00)**.
    a. Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.
c. Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***two hundred fifty thousand dollars*** **($250,000.00),** per **Exhibits C, Budgets.**
d. CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.
e. All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Judy Cabrera** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Organization Name: **Central Coast Center for Indpendent Living (CCCIL)**
Funder Name: **Monterey County HDAP**
Term: **July 1, 2026 to June 30, 2027**

DESCRIPTION	Budget 7/1/26-6/30/27	Comments
General Office Supplies	$ 1,500.00	Printing cost, general office supplies
Travel/Mileage*/Per Diem	$ 800.00	Mileage & Per Diem based off State of CA rate
Trainings/Meetings	$ 250.00	hotel accomodations & training/meeting expenses
Occupancy/Rent	$ 5,100.00	Rent for CCCIL office space
Indirect Expenses	$ 6,800.00	No more than 10% (excluding rent/housing assistance)
TOTAL ADMIN	**$ 14,450.00**	
Case Manager (80% FTE)	$ 66,800.00	One full-time case manager's salary, taxes, benefits
TOTAL HOUSING RELATED CM	**$ 66,800.00**	
Housing Financial Assistance	$ 168,750.00	Expenses for rent, security deposits, hotels, shelters
TOTAL FINANCIAL ASSISTANCE	**$ 168,750.00**	
TOTAL	**$ 250,000.00**	

*CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at https://www.countyofmonterey.gov/home/showpublisheddocument/69364/636728660019670000 To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

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County of Monterey Department of Social Services
Monthly Report of Expenditures FY 2026-2027

Name of Agency: Central Coast Center for Independent Living
Program Name: Housing and Disability Advocacy Program (HDAP)
Attn: Judith Cabrera
318 Cayuga Street, Suite 208
Salinas, CA 93901

Report Month: **Invoice #**

CATEGORY	BUDGET AMOUNT 7/1/26-6/30/27	GRANT EXPENSES	GRANT BALANCE	MATCH BUDGET AMOUNT	MATCH EXPENSES	MATCH BALANCE
GENERAL OFFICE SUPPLIES	$ 1,500.00		$ 1,500.00			$ -
TRAVEL MILEAGE/PER DIEM	$ 800.00		$ 800.00			$ -
TRAININGS/MEETINGS	$ 250.00		$ 250.00			$ -
OCCUPANCY/RENT	$ 5,100.00		$ 5,100.00			$ -
INDIRECT EXPENSES	$ 6,800.00		$ 6,800.00			$ -
CASE MANAGER (80% FTE)	$ 66,800.00		$ 66,800.00			$ -
HOUSING RELATED FINANCIAL ASSISTANCE	**$ 168,750.00**		**$ 168,750.00**			$ -
TOTAL	**$ 250,000.00**	$ -	**$ 250,000.00**	$ -	$ -	$ -

Amount Reimbursed	$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

CERTIFICATION

Agency Signature Title Date

DSS Signature Title Date

Docusign Envelope ID: F4A56E6B-694A-880C-8374-25520A0B9226

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: F4A56E6B-694A-880C-8374-25520A0B9226

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Central Coast Center for Independent Living

By: DocuSigned by: Judy Cabrera 02A6B3208310468...

Title: Executive Director

Date: 5/27/2026 | 1:59 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Judy Cabrera
02A6E3208310468...
Signature

Executive Director
Title

Central Coast Center for Independent Living
Agency/Organization

5/27/2026 | 1:59 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Judy Cabrera
02A6E3208310468...
(signature of authorized representative)

5/27/2026 | 1:59 PM PDT
(date)

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CENTRAL COAST CENTER FOR INDEPENDENT LIVING
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION
Central Coast Center for Independent Living

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

DocuSigned by:
Judy Cabrera
09A6E32983104E8...
Authorized Signature

5/27/2026 | 1:59 PM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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HOUSING FIRST MANDATE

This Exhibit I ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living ("CONTRACTOR"). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the "Core components of Housing First" means all of the following:

a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

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j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law, however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

Non-Compliance and Remedies

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training;
- Withholding of funding until compliance is achieved;
- Termination of this Agreement for repeated non-compliance.

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HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

This Exhibit J ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - **3.2.** CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
   - **3.3.** CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

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4. **HMIS User Access and Training**
   - **4.1.** CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
   - **4.2.** All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.
   - **4.3.** The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.
5. **Non-Compliance and Remedies**
   - **5.1.** Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:
     - **5.1.1.** Required remedial training;
     - **5.1.2.** Temporary suspension of HMIS access;
     - **5.1.3.** Withholding of funding until compliance is achieved;
     - **5.1.4.** Termination of this Agreement for repeated non-compliance.
   - **5.2.** The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

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COORDINATED ENTRY REQUIREMENTS

This Exhibit K ("Exhibit") is hereby incorporated into and made part of the Agreement ("Agreement") by and between the County of Monterey and Central Coast Center for Independent Living ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care ("CoC") lead agency, to evaluate individuals' and families' needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System ("CARS"), is managed through the local Homeless Management Information System ("HMIS").

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

☐ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

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CONTRACTOR RESPONSIBILITIES

1. **Purpose and Compliance**
   - 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
   - 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
   - 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.
2. **Data Entry and Reporting Requirements**
   - 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
   - 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
   - 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
   - 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.
3. **Privacy and Security Compliance**
   - 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
   - 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **Non-Compliance and Remedies**
   - 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
     - 4.1.1. Required remedial training;
     - 4.1.2. Temporary suspension of CES access;
     - 4.1.3. Withholding of funding until compliance is achieved;
     - 4.1.4. Termination of this Agreement for repeated non-compliance.
   - 4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

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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:

Aspiranet,

(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:

operation of the CHERISH Receiving Center for children and youth ages 0-17 who have been removed from their home.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,111,713.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Jyotti Pannu
Name
Division Director
Title
400 Oyster Point Blvd., Suite 501, South San Francisco, CA 94080
Address
(2029) 668-6118 x7009
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE03489...
County Counsel
Date: 5/21/2026 | 7:09 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mor 2617DD077D65495...
Auditor/Controller
Date: 5/26/2026 | 9:58 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Aspiranet
Contractor/Business Name*
By: DocuSigned by: Vernon Brown 96ACD384E972492...
(Signature of Chair, President, or Vice-President)
Vernon Brown, CEO
Name and Title
Date: 5/19/2026 | 2:54 PM PDT
By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Ann Domingo, CFO
Name and Title
Date: 5/20/2026 | 9:49 AM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Aspiranet

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
CHERISH RECEIVING CENTER

A. TOTAL FUNDING: $1,111,713.00 Realignment/CWS

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, Management Analyst III
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Jyotti Pannu, Division Director
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (209) 668-6118 x7009
Fax: (650) 866-4081
jpannu@aspiranet.org

Location of Services:
Cherish Receiving Center
1121 Baldwin St
Salinas, CA 93906

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

The County of Monterey's Cherish Receiving Center, operated by Aspiranet, provides a safe and nurturing environment for children 0-17 years of age who have been removed from their homes due to abuse, neglect, or a disruption in foster care placement.

As of 2021, the center became officially licensed as a 72 hour Transitional Care Facility by the California Department of Social Services – Community Care Licensing division.

F. DESCRIPTION OF SERVICES:

Provision of temporary shelter to eligible COUNTY youth.

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G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

G.1 Receiving Center Change Management

- G.1.1 Conform to Community Care Licensing (CCL) and contract guidelines.
- G.1.2 Ensure DSS is kept up to date with any changes to CCL regulations in order to optimize center utilization
- G.1.3 Collaboratively work with the Department of Social Services (DSS) to review existing data collection and documentation as well as assist in developing new Program Directives and Policy Statements that confirm to CCL regulations.
- G.1.4 Collaborate with the County to help ensure that each youth at the Center receives a physical assessment within 24 hours of placement per CCL regulations Support via notification and reminders if there is medical follow-up required during the youth's stay.
- G.1.5 Collaborate with Behavioral Health (BH) to ensure appropriate health issues are addressed during BH assessment. Consult with BH as appropriate with a youth in Center who becomes dysregulated.
- G.1.6 Communicate licensing impacts on operations on a regular basis.

G.2 Receiving Center Operations

- G.2.1 Operational Hours, Staffing, Capacity and Maintenance
  - G.2.1.a Receive children ages 0-17, 24 hours a day, seven days a week from Monterey County Department of Social Services, Family and Children's Services (FCS). Assess immediate needs, make children comfortable, and orient them to the facility. Intake must be completed with the County Social Worker present. Tour and orientation for the youth can involve the CSW; however, it is not required.
  - G.2.1.b Maintain operational hours of 12:00AM- 11:59PM, (24 hours), daily, with onsite staff. Deploy on-call staff when indicated. Center will be staffed with at least one (1) staff person for every three (3) children. County shall be notified if and when staffing ratios cannot be met
  - G.2.1.c The Center will be managed in accordance with the 72- hour Transitional Shelter Care Regulations and Program Statement.
  - G.2.1.d Coordinate intake and assessment by the Monterey County Department of Social Services and Aspiranet, resulting in children and youth staying no longer than 72 hours at the Center.
  - G.2.1.e Aspiranet will host daily placement meetings when a youth has been at the Center for over 72 hours. Mandatory participants are Aspiranet

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leadership staff, CSW, as well as a representative from the County Placement Unit.

G.2.1.f Manage the day-to-day operations of the Center, including maintenance, cleaning, scheduling of repairs, and general operations issues. This excludes equipment and phones owned by the County.

G.2.1.g Care for up to six (6) children at one time, of diverse backgrounds, from zero (0) to seventeen (17) years of age.

G.2.1.h Staffing level and facility accommodations must meet the diverse needs of this population. Staffing shall be maintained at a ratio of at least one (1) staff person for every three (3) children.

G.2.1.i Provide bilingual services as needed.

G.2.1.j Provide a safe, clean, and child-friendly Receiving Center and visitation Rooms, as follows:

i. Kitchen, laundry, bathroom, and bathing facilities
ii. Office space, meeting and interview rooms
iii. Play areas
iv. Segregated sleeping areas to accommodate age/gender separation
v. Space for FCS social workers to assess a child's immediate needs and conduct staff work such as researching placement options.
vi. Shared office space that will be a private area for medical screening, mental health assessments and services.

G.2.2 Youth Services

G.2.2.a Assist, supervise and support children by providing:

i. Snacks, meals and clean clothing, including sleepwear, if needed.

G.2.2.b Shower, bathing facilities, basic hygiene and de-lousing services, toothbrushes, shampoo, hygiene goods, etc.

G.2.2.c Assistance with medications, limited to tracking and administering of prescription medication per adopted medication protocol.

i. Aspiranet staff cannot provide what is categorized as skilled medical interventions (such as injections, feeding tube, etc.)

G.2.2.d Age appropriate activities.

G.2.2.e Observation of children and their interactions with others.

G.2.2.f Basic mental health screening and case management to assess the immediate needs of children.

G.2.2.g Counseling and crisis intervention (i.e., mental and medical assessments) are to be provided by Monterey County staff.

i. Note: Center staff are to follow the protocol on High-Risk Youth when necessary.

G.2.3 High Risk Youth

G.2.3.a Engage, at point of referral, DSS and Aspiranet's Receiving Center Leadership (DSS Manager and Aspiranet CPD) in a process to determine if the health and safety of all youth can be maintained when there is consideration of placing a high-risk youth.

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G.2.3.b The decision to place a high-risk youth and the development of a safety plan will be done collaboratively between DSS and Aspiranet.

G.2.3.c The assessment and decision will be documented and remain at the Center.

G.2.3.d The same review process will take place anytime there is a high-risk youth residing in the center and a new youth is being considered for placement.

G.2.4 Health & Safety:

G.2.4.a In accordance with CCL Operating Standards 84478 (a): Aspiranet will decline admission of a child who presents with a communicable disease/infection who does not have a medical clearance. This action will be taken so as to not jeopardize the health and safety of others in the center.

i. Aspiranet will immediately notify DSS's Program Manager and Analyst (or authorized representative) -most commonly at point of referral or admit if a youth cannot be placed or must be discharged until a medical clearance is obtained. This includes but is not limited to youth arriving or presenting with a communicable disease (such as COVID, Chickenpox, etc.).

G.2.4.b Conduct a general health history and health inventory, with children of appropriate ages and emotional stability, when the healthcare provider is not available. If staff identifies any emergency health situations, the staff will call the DSS Social Worker to take the child to Natividad Medical Center for medical services.

G.2.4.c Support the care of children from authorized agencies as directed by the contract administrator.

G.2.4.d Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy). Assist in the development and implementation of health plans and assist with referrals to other agencies such as FCS and Children's Behavioral Health (CBH).

G.2.4.e Coordinate case management, assessment, and scheduling with FCS and CBH staff. Provide internet access for staff to access CWS/CMS.

i. Assist in identifying health needs and in securing and utilizing treatment services.

G.2.5 Documentation:

G.2.5.a Document and report to FCS, any and all significant assessments made by staff as well as documentation of services provided. Information will be provided only to FCS or CBH staff. Once the child(ren) exit the Receiving Center, follow-up activities will be provided only by FCS and/or CBH.

G.2.5.b Document and maintain on file, a record of services provided, and submit reports monthly by the 10th of the following month. This

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includes data tracking, evaluation, and reporting associated with requirements of project funders.

G.2.6 Financial Reporting

G.2.6.a Provide detailed expenditure reports for purchases linked to funding for supplies, food, and clothing, as well as in-kind resource by the 10th of each month. This will be used to generate future budget projections. This should be submitted with the invoices, also due by the 10th of each month.

G.2.7 Staff Training:

G.2.7.a Provide at least four (4) hours of cultural competency training to staff in order to provide culturally competent and appropriate services for a diverse group of children. Additionally, receiving staff will receive eight (8) hours of training on mental and developmental issues with special needs children.

G.2.8 Administrative Support:

G.2.8.a Provide administrative support necessary to ensure that contract-related services are timely and performed in a professional manner.

G.2.8.b Follow established written guidelines and schedules for on-call staff and adhere to FCS staff facility access protocol.

G.2.8.c Cooperate with Monterey County staff needing access to the facility for maintenance, inventory and/or site visits.

G.3 **Health Assessments**

G.3.1 Health assessment will be done by appropriate medical staff per CCL licensing requirements.

G.3.2 If a licensed medical professional is not available to provide the screening, the County will be responsible to provide the necessary health screening documentation to CHERISH staff at the earliest opportunity possible. This is required for youth placed at the center for more than 24hrs. A health assessment completed within two weeks of placement maybe be used. When staffing and child youth ratio permits, contractor (Aspiranet) can assist with taking youth for health screenings.

G.4 **Cherish-Crisis Support and Coordination**

G.4.1 Hire staff that can support high risk youth at CHERISH Center. Staff should be able to plan and conduct danger assessments, identify crisis precipitants, apply coping strategies, and restore Center function.

G.4.2 If Aspiranet assessment indicates that a youth cannot be safely maintained, Aspiranet CPD and CDD will immediately reach out to County management to discuss alternative placement or additional services the county can arrange to provide supports to a youth so they can be safely maintained.

G.4.3 Contractor will ensure communication with DSS and service providers to ensure appropriate services are in place while at the Center.

G.4.4 Support and explore options for change to ensure compliance with California Department of Social Services (CDSS) regulations and requirements. Report monthly with CCL to ensure timely updates and data exchanges.

G.5 **CHERISH- Reporting/Data Sharing Requirements**

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G.5.1 In order to support the development of stronger outcomes for dependent youth and facilitate family finding for youth under the care of DSS, and pursuant to 45 C.F.R. §164.502(g)(3), Family and Children Services, in their role of loco parentis, are entitled to disclosure of health care related information. This is further supported by Health and Safety Code §123110, Civil Code §§56.1O(c)(20);56.103(a), (3) and Welfare and Institutions Code §5328 (d).

G.5.2 In order to accomplish the development of stronger outcomes for youth under the care of DSS, any party receiving or accessing confidential materials, and its officers, employees and agents, shall, within their department guidelines: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Agreement, or as the Party providing the Confidential Materials may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. Each Party shall comply with the federal Health Insurance Portability and Accountability Act, 45 C.F.R. 160 et seq. ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HI-TECH"), all regulations promulgated under HIPAA and HI-TECH by the U.S. Department of Health and Human Services, the California Confidentiality of Medical Information Act, California Civil Code§ 56 et seq., and any other applicable federal and California laws that protect the privacy, security, and confidentiality of an individual's medical and health information.

H. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

H.1 **Admission and Placement**

H.1.1 County staff are required to contact the center prior to arrival with youth in order to ensure the youth is suitable placement

H.1.2 County staff will remain with the youth throughout the intake process

H.1.3 Should placement of any youth become unstable or may be a safety to center staff or other youth, County staff will be responsible to remove youth in a timely manner

H.1.4 If Center efforts are unable to stabilize placement, County staff will be notified and asked to provide additional services for support. If unavailable the County may be required to remove youth in a timely manner

H.2 **Medications**

H.2.1 Youth may not be placed if it is known that a youth is prescribed medication and medication dosage is due at the time of intake or within a period in which the medication is needed.

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H.2.2 Medication must be available to the youth during the entire time placed at the center. If medication runs out during stay, it is the responsibility of Center staff to notify County as soon as possible to ensure medication is filled timely.

I. TRAVEL/TRAINING REIMBURSEMENT:

I.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

J. PAYMENT PROVISIONS:

J.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

J.2 Total cost of this program exceed **one million one hundred eleven thousand seven hundred and thirteen dollars ($1,111,713).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

J.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one million one hundred eleven thousand seven hundred and thirteen dollars ($1,111,713),** per **Exhibits C, Budgets.**

J.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.

J.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
(a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

(b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a.** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b.** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Jyotti Pannu** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - CHERISH Receiving Center
PSSF/CWS Monterey County
July 1, 2026- June 30, 2027

BUDGET

CATEGORY					TOTAL BUDGET
SALARIES					
	CHERISH	**FTE**			
	Admin Assistant	1			$ 44,720.00
	Core Program Director (CPD)	0.62			$ 64,449.00
	Associate Core Div. Director (ACDD)	0.12			$ 11,970.00
	Core Div. Director (CDD)	0.15			$ 19,500.00
	Core Program Supervisor (CPS)	1			$ 82,000.00
	Child Care Worker (CCW)	8.5			$ 415,480.00
	Care Coordinator	1			$ 79,000.00
	Clinical Supervisor	1			$ 10,360.00
	Total Salary Cost				**$ 727,479.00**
	Administrative Benefits - 20%				$ 137,791.60
	Total Salary & Benefits				**$ 865,270.60**
	Operational costs				
	Employee Physicals				$ 900.00
	Employee Recruitment/Advertising				$ 750.00
	Employee Fingerprint				$ 900.00
	CCL Fees				$ 2,266.00
	Lease (current rent)				$ 36,750.00
	Event and Storage Leases				$ 387.00
	General & Liability Insurance				$ 12,140.00
	Maintenance				$ 5,280.00
	Utilities				$ 15,650.00
	Phone/Cell				$ 2,500.00
	Data, IT, Intranet				$ 46,960.00
	Staff Training				$ 3,605.00
	Printing				$ 213.33
	Postage/freight				$ 618.00
	Office Supplies				$ 515.00
	Equipment lease				$ 3,605.00
	Food				$ 8,111.25
	Program Supplies				$ 7,650.00
	Total Operational Expenses				**$ 148,800.58**
	Subtotal				**$ 1,014,071.18**
	Admin (10%)				**$ 97,641.82**
	Total				**$ 1,111,713.00**

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - CHERISH Receiving Center
PSSF/CWS Monterey County
July 1, 2026 - June 30, 2027

Invoice Number: _____

Name of Agency **Aspiranet** **Report for the month of**

CATEGORY					TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
SALARIES									
CHERISH				**FTE**					
Admin Assistant				1	$ 44,720.00				Timesheets/Payroll
Core Program Director (CPD)				0.62	$ 64,449.00				Timesheets/Payroll
Associate Core Div. Director (ACDD)				0.12	$ 11,970.00				Timesheets/Payroll
Core Div. Director (CDD)				0.15	$ 19,500.00				
Core Program Supervisor (CPS)				1	$ 82,000.00				Timesheets/Payroll
Child Care Worker (CCW)				8.5	$ 415,480.00				Timesheets/Payroll
Care Coordinator				1	$ 79,000.00				Timesheets/Payroll
Clinical Supervisor				1	$ 10,360.00				Timesheets/Payroll
Total Salary Cost					**$ 727,479.00**				
Administrative Benefits - 20%					$ 137,791.60				Timesheets/Payroll
Salaries and Benefits					**$ 865,270.60**				
Operational costs									
Employee Physicals					$ 900.00				Receipts/Invoice
Employee Recruitment/Advertising					$ 750.00				Receipts/Invoice
Employee Fingerprint					$ 900.00				Receipts/Invoice
CCL Fees					$ 2,266.00				Receipts/Invoice
Lease (current rent)					$ 36,750.00				Receipts/Invoice
Event and Storage Leases					$ 387.00				Receipts/Invoice
General & Liability Insurance					$ 12,140.00				Receipts/Invoice
Maintenance					$ 5,280.00				Receipts/Invoice
Utilities					$ 15,650.00				Receipts/Invoice
Phone/Cell					$ 2,500.00				Receipts/Invoice
Data, IT, Intranet					$ 46,960.00				Receipts/Invoice
Staff Training					$ 3,605.00				Receipts/Invoice
Printing					$ 213.33				Receipts/Invoice
Postage/freight					$ 618.00				Receipts/Invoice
Office Supplies					$ 515.00				Receipts/Invoice
Equipment lease					$ 3,605.00				Receipts/Invoice
Food					$ 8,111.25				
Program Supplies					$ 7,650.00				Audit
Total Operational Expenses					**$ 148,800.58**				
Subtotal					**$ 1,014,071.18**				
Admin (10%)					**$ 97,641.82**				
Total					**$ 1,111,713.00**	**$ -**	**$ -**		

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

Monterey County DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: EF3B0954-5660-84B7-804F-D0DCA73736ED

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Aspiranet

By: DocuSigned by: Vernon Brown
66ACD384F972492...

Title: CEO

Date: 5/19/2026 | 2:54 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Vernon Brown
66ACD384E972492...
Signature

CEO
Title

Aspiranet
Agency/Organization

5/19/2026 | 2:54 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov and to their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Vernon Brown
66ACD384F972492...

(signature of authorized representative)

5/19/2026 | 2:54 PM PDT
(date)

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ASPIRANET
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Vernon Brown
66ACD384E9T2492
Authorized Signature

5/19/2026 | 2:54 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Aspiranet

(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: staffing and support of a safe homelike environment (non-institutional) visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification

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: **$** 469,372.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

Docusign Envelope ID: D8C81C2C-5F99-458A-907A-B6D0BE265975

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:**
Roderick W. Franks, Director	Laureen Walsh, Chief Operating Officer
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	400 Oyster Point Blvd., Ste 501, S. San Francisco
Address	Address
831-755-4430	650-866-4080
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Roderick Franks 3CCBEC8E255F451...
Department Head (if applicable)

Date: 6/4/2025 | 8:56 AM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel

Date: 5/15/2025 | 4:19 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F8...
Auditor/Controller

Date: 5/16/2025 | 8:21 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Aspiranet
Contractor/Business Name *

By: DocuSigned by: Vernon Brown 66ACD884E972492...
(Signature of Chair, President, or Vice-President)

Vernon Brown CEO
Name and Title

Date: 5/7/2025 | 2:49 PM PDT

By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ann Domingo, CFO
Name and Title

Date: 5/14/2025 | 8:34 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (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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LIST OF EXHIBITS
Aspiranet

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
VISITATION CENTER

A. TOTAL FUNDING: $469,372 Realignment/CWS

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, MAIII
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Aspiranet
Laureen Walsh, Chief Operating Officer
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (650) 866-4080
Fax: (650) 866-4081
LWalsh@aspiranet.org

Location of Services:
Cherish Visitation Center
234 Monterey St
Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: N/A
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. DESCRIPTION OF SERVICES:

The purpose of this Agreement is to provide staffing and support of a visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification when child/ren have been removed from the custody of their parents for child abuse and/or neglect, and/or to facilitate contact with parties who have a connection with the child/ren. The intent of a Family Visitation Center is to provide a safe homelike environment (non-institutional) in which a parent/s or interested party(s) can interact with child/ren to develop positive parenting skills, maintain contact and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

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CONTRACTOR shall provide staffing and services to facilitate court ordered child/ren and families scheduled and supervised visitation and/or exchanges at the Visitation Center, located at 234 Monterey Street, Salinas, California.

F. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Providing qualified and trained staff to provide the services at the Visitation Center during hours of operation (Tuesday – Saturday 12:00 PM to 8:00 PM).

F.2 Staffing and maintaining the Visitation Center to the level of service and safety as required by weekly scheduled workload.

F.3 A Visitation is defined as a recurring appointment on a particular day and time or a non-recurring appointment that is scheduled and confirmed with all parties involved regardless of whether the Visitation actually takes place.

F.4 Providing capacity for 40 to 75 visits per week.

F.5 Collaborating with additional providers for supervision. This may include County Department of Social Services (DSS) Service aides, Behavioral Health, Door to Hope, or Parents as Teachers.

F.6 Supervised visits will be no less than 60 minutes of parent-child interaction, but may be shortened if parties are late, or if the quality of the visit would benefit from a shorter time schedule.

F.7 Accepting all referrals for visitation, but may refuse based on:

- F.7.1 Needing additional security
- F.7.2 Reported positive toxicology
- F.7.3 Parties not following established rules
- F.7.4 Failure to appear for visits or exchanges
- F.7.5 Would not benefit from visitation services as staffed with DSS Case Manager
- F.7.6 Any referral being considered for refusal of service would require a discussion and agreement inclusive of County Analyst, County Manager, Aspiranet Program Manager and Aspiranet Director.

F.8 DSS reserves the right to review service levels provided by CONTRACTOR at any time during the term of this agreement. Any changes will only be made upon written agreement signed by both parties.

F.9 CONTRACTOR shall be required to maintain records and reporting. This may include:

- F.9.1 Visitation/exchange reports of staff observations securely emailed within 2 business days,
- F.9.2 Notification of concerning incident(s) will result in a call to county management within 1 business day and an incident report written and submitted to the County within 1 business week.
- F.9.3 Reports within the mandatory Child Abuse Reporting laws with reasonable attempts to notify DSS of any situation.

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F.9.4 Monthly and yearly statistics that include demographics, number of visits, type of visits and collaborative partners involved.

F.9.5 Reports not included in this Agreement shall not be required unless requested by DSS at least 60 days in advance.

F.10 CONTRACTOR will convene monthly, with an option for quarterly, meetings to coordinate services, develop procedures, and to maintain the Visitation Center in good physical condition.

F.10.1 Center Procedures and forms shall be maintained by CONTRACTOR and provided to DSS for distribution to staff.

F.10.2 Center Manger will maintain regular liaison with County managers, provide orientation to the center when requested and regularly attend contract meetings all to create open, regular, positive communication with the county staff.

F.11 CONTRACTOR may act in the capacity to generate community support, as long as the support is within the operational guidelines of the Visitation Center.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is **four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372),** per **Exhibits C, Budgets.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Laureen Walsh** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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County of Monterey Department of Social Services
Aspiranet-Visitation Center
PSSF/CWS Monterey County
July 1, 2025 - June 30, 2026

BUDGET

CATEGORY	**FTE**	**$469,372**
Admin Assistant	1	$41,927
CDD	0.06	$9,360
CPD	0.19	$19,335
ACDD	0.05	$4,986
Core Program Supervisor	1	$74,160
Visitation Specialist	2.8	$132,122
Total Salary Cost		**$281,890**
Administrative Benefits - full time staff 22.00%		$62,016
Total Salary & Benefits		**$343,906**
OPERATIONAL COSTS		
Employee Hiring Costs		$773
Maintenance		$32,445
General/Liability Insurance		$7,000
Phone/Cell		$5,150
Data, IT, Intranet		$21,577
Staff Training		$1,030
Printing		$103
Postage/freight		$618
Office Supplies		$515
Equipment lease		$3,605
Parking		$4,830
Program Supplies		$5,150
Total Operational Expenses		**$82,796**
Subtotal		$426,702
Admin (10%)		$42,670
Total		**$469,372**

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COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - Visitation Center
PSSF/CWS Monterey County
July 1, 2025 - June 30, 2026 **Invoice Number: _____**

Name of Agency **Aspiranet** **Report for the month of** _____

CATEGORY			TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
CHERISH							
Salary and Benefits	**FTE**						
Admin Assistant	1		$41,927				**Timesheets/Payroll**
CDD	0.06		$9,360				**Timesheets/Payroll**
CPD	0.19		$19,335				**Timesheets/Payroll**
ACDD	0.05		$4,986				
Core Program Supervisor	1		$74,160				**Timesheets/Payroll**
Visitation Specialist	2.8		$132,122				**Timesheets/Payroll**
							Timesheets/Payroll
Total Salary Cost			**$281,890**				**Timesheets/Payroll**
Administrative Benefits - full time staff 22.00%			$62,016				**Timesheets/Payroll**
Total Salary & Benefits			**$343,906**				**Timesheets/Payroll**
Operating							
Employee Hiring Costs			$773.00				**Receipts/Invoice**
Maintenance			$32,445.00				**Receipts/Invoice**
General/Liability Insurance			$7,000.00				**Receipts/Invoice**
Phone/Cell			$5,150.00				**Receipts/Invoice**
Data, IT, Intranet			$21,577.00				**Receipts/Invoice**
Staff Training			$1,030.00				**Receipts/Invoice**
Printing			$103.00				**Receipts/Invoice**
Postage/freight			$618.00				**Receipts/Invoice**
Office Supplies			$515.00				**Receipts/Invoice**
Equipment lease			$3,605.00				**Receipts/Invoice**
Parking			$4,830.00				**Receipts/Invoice**
Program Supplies			$5,150.00				**Receipts/Invoice**
		Total Operating	**$82,796.00**				
		Sub Total	$426,702.00				
		Administrative 10%	$42,670.00				**Audit**
		Total Receiving Center	**$469,372.00**				

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

Monterey County DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Aspiranet

DocuSigned by:

By: Vernon Brown
66ACD384F972492...

Title: CEO

Date: 5/7/2025 | 2:49 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Vernon Brown
66AC0384E972492...
Signature

CEO
Title

Aspiranet
Agency/Organization

5/7/2025 | 2:49 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Vernon Brown
66ACD384E972492...

(signature of authorized representative)

5/7/2025 | 2:49 PM PDT
(date)

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ASPIRANET
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Vernon Brown
86ACD384F972492...
Authorized Signature

5/7/2025 | 2:49 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17326
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with Aspiranet for staffing and support of the Visitation Center component of Family Reunification for the period of July 1, 2025 through June 30, 2026 in the amount of $469,372; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($46,937) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $516,309.

PASSED AND ADOPTED on this 3rd day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 3, 2025.

Dated: June 3, 2025
File ID: A 25-185
Agenda Item No.: 33

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-493
Aspiranet

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Aspiranet (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for provision staffing and support of safe homelike environment (non-institutional) visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $469,372 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $234,686** and **extend** the term through **December 31, 2026** for a **new contract total** of **$704,058.**

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$704,058.**"

3. **Section 3.0, Paragraph titled "TERM OF AGREEMENT**" **is hereby** amended as follows: **"**The term of this Agreement is from July 1, 2025 to **December 31, 2026**, unless sooner terminated pursuant to the terms of this Agreement."

4. **Exhibit AA** replaces Exhibit A and reflects revised scope of work, revised contract term, **additional** amount of **$234,686** and **new contract** total amount of **$704,058**.

5. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit C-1** and **Exhibit D-1**

6. **Exhibit C-1** is the new FY 2026-27 Budget and reflects the addition of the **$234,686** for a **new contract total of $704,058**.

7. **Exhibit D-1** is the new FY 2026-27 Invoice, and reflects the addition of **$234,686** for a **new contract total of $704,058.**

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8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

9. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A460917E5DE64B9...
Deputy County Counsel

Date: 5/22/2026 | 10:51 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor Controller's Office

Date: 5/26/2026 | 10:01 PM PDT

CONTRACTOR:

By: DocuSigned by: Vernon Brown 466ACD384F9D482...
(Chair, President, Vice-President)

Vernon Brown CEO
(Print Name & Title)

Date: 5/19/2026 | 2:51 PM PDT

By: Signed by: Ann Domingo 40BE559E54CB4A4...
(Secretary, CFO, Treasurer)

Ann Domingo, CFO
(Print Name and Title)

Date: 5/22/2026 | 8:27 AM PDT

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ASPIRANET
CHERISH TOO VISITATION CENTER

A. TOTAL FUNDING: **$704,058** Realignment/CWS

B. CONTRACT TERM: July 1, 2025 – **December 31, 2026**

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Edward Juarez-Lefevre, MAIII
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Jyotti Pannu, Division Director
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
Phone: (209) 450-5833
Fax: (650) 866-4081
jpannu@aspiranet.org

Location of Services:
Cherish Visitation Center
234 Monterey St
Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: XWD4F267LN14
Date County Awarded Funding: N/A
ALN and Dollar Amount: 93.658 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E
Research and Development: No
Indirect Cost Rate: 10%

E. DESCRIPTION OF SERVICES:

The purpose of this Agreement is to provide staffing and support of a visitation center, a court ordered service that is an essential component of a Case Plan for Family Reunification when child/ren have been removed from the custody of their parents for child abuse and/or neglect, and/or to facilitate contact with parties who have a connection with the child/ren. The intent of a Family Visitation Center is to provide a safe homelike environment (non-institutional) in which a parent/s or interested party(s) can interact with child/ren to develop positive parenting skills, maintain contact and facilitate bonding while under the supervision of parent coaches, mentors, therapists and/or staff.

CONTRACTOR shall provide staffing and services to facilitate court ordered

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child/ren and families scheduled and supervised visitation and/or exchanges at the Visitation Center, located at 234 Monterey Street, Salinas, California.

F. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Providing qualified and trained staff to provide the services at the Visitation Center during hours of operation (Tuesday – Saturday 12:00 PM to 8:00 PM).

F.2 Staffing and maintaining the Visitation Center to the level of service and safety as required by weekly scheduled workload.

F.3 A Visitation is defined as a recurring appointment on a particular day and time or a non-recurring appointment that is scheduled and confirmed with all parties involved regardless of whether the Visitation actually takes place.

F.4 Providing capacity for 40 to 75 visits per week.

F.5 Collaborating with additional providers for supervision. This may include County Department of Social Services (DSS) Service aides, Behavioral Health, Door to Hope, or Parents as Teachers.

F.6 Supervised visits will be no less than 60 minutes of parent-child interaction, but may be shortened if parties are late, or if the quality of the visit would benefit from a shorter time schedule.

F.7 Accepting all referrals for visitation, but may refuse based on:

- F.7.1 Needing additional security
- F.7.2 Reported positive toxicology
- F.7.3 Parties not following established rules
- F.7.4 Failure to appear for visits or exchanges
- F.7.5 Would not benefit from visitation services as staffed with DSS Case Manager
- F.7.6 Any referral being considered for refusal of service would require a discussion and agreement inclusive of County Analyst, County Manager, Aspiranet Program Manager and Aspiranet Director.

F.8 DSS reserves the right to review service levels provided by CONTRACTOR at any time during the term of this agreement. Any changes will only be made upon written agreement signed by both parties.

F.9 CONTRACTOR shall be required to maintain records and reporting. This may include:

- F.9.1 Visitation/exchange reports of staff observations securely emailed within 2 business days,
- F.9.2 Notification of concerning incident(s) will result in a call to county management within 1 business day and an incident report written and submitted to the County within 1 business week.
- F.9.3 Reports within the mandatory Child Abuse Reporting laws with reasonable attempts to notify DSS of any situation.
- F.9.4 Monthly and yearly statistics that include demographics, number of visits, type of visits and collaborative partners involved.

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F.9.5 Reports not included in this Agreement shall not be required unless requested by DSS at least 60 days in advance.

F.10 CONTRACTOR will convene monthly, with an option for quarterly, meetings to coordinate services, develop procedures, and to maintain the Visitation Center in good physical condition.

F.10.1 Center Procedures and forms shall be maintained by CONTRACTOR and provided to DSS for distribution to staff.

F.10.2 Center Manger will maintain regular liaison with County managers, provide orientation to the center when requested and regularly attend contract meetings all to create open, regular, positive communication with the county staff.

F.11 CONTRACTOR may act in the capacity to generate community support, as long as the support is within the operational guidelines of the Visitation Center.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program not to exceed **seven hundred and four thousand, fifty eight dollars ($704,058.00).** Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D** and **Exhibit D-1, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **seven hundred and four thousand, fifty eight dollars ($704,058.00),** per **Exhibits C** and **Exhibit C-1, Budgets.**

G.3.1 **The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2025 – June 30, 2026, shall not exceed four hundred sixty-nine thousand three hundred seventy-two dollars ($469,372), per Exhibit C.**

G.3.2 **The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2026 – December 31, 2026, shall not exceed two hundred thirty-four thousand six hundred eighty-six dollars ($234,686), per Exhibit C-1**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D** and **Exhibit D-1**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit AA)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C** and **Exhibit C-1**. Only the costs listed in **Exhibit C** and **Exhibit C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C** and **Exhibit C-1**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Jyotti Pannu** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Monterey County Department of Social Services
Aspiranet-Visitation Center
CWS
July 1, 2026 - December 31, 2026

BUDGET

CATEGORY	FTE	
Admin Assistant	1	**20,964**
Core Division Director (CDD)	0.06	**4,680**
Core Program Director (CPD)	0.15	**9,668**
Assistant Core Division Director (ACDD)	0.025	**2,493**
Core Program Supervisor	1	**37,080**
Visitation Specialist	2.8	**66,060**
Total Salary Cost		**$ 140,945**
Administrative Benefits - full time staff 22.00%		**$ 31,008**
Total Salary & Benefits		**$ 171,953**
OPERATIONAL COSTS		
Employee Hiring Costs		**$ 387**
Maintenance		**$ 16,223**
General/Liability Insurance		**$ 3,500**
Phone/Cell		**$ 2,575**
Data, IT, Intranet		**$ 10,789**
Staff Training		**$ 515**
Printing		**$ 52**
Postage/freight		**$ 309**
Office Supplies		**$ 258**
Equipment lease		**$ 1,803**
Parking		**$ 2,415**
Program Supplies		**$ 2,572**
Total Operational Expenses		**$ 41,398**
Subtotal		**$ 213,351**
Admin (10%)		**$ 21,335**
Total		**$ 234,686**

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EXHIBIT D-1

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - Visitation Center

CWS
July 1, 2026-December 31, 2026 **Invoice Number:** _____

Name of Agency Aspiranet **Report for the month of** _____

CATEGORY			TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
CHERISH							
Salary and Benefits	**FTE**						
Admin Assistant	1		$ 20,964				**Timesheets/Payroll**
CDD	0.06		$ 4,680				**Timesheets/Payroll**
CPD	0.15		$ 9,668				**Timesheets/Payroll**
ACDD	0.025		$ 2,493				
Core Program Supervisor	1		$ 37,080				**Timesheets/Payroll**
Visitation Specialist	2.8		$ 66,060				**Timesheets/Payroll**
Total Salary Cost			**$ 140,945**				**Timesheets/Payroll**
Administrative Benefits - full time staff 22.00%			$ 31,008				**Timesheets/Payroll**
Total Salary & Benefits			**$ 171,953**				**Timesheets/Payroll**
Operating							
Employee Hiring Costs			$ 387				**Receipts/Invoice**
Maintenance			$ 16,223				**Receipts/Invoice**
General/Liability Insurance			$ 3,500				**Receipts/Invoice**
Phone/Cell			$ 2,575				**Receipts/Invoice**
Data, IT, Intranet			$ 10,789				**Receipts/Invoice**
Staff Training			$ 515				**Receipts/Invoice**
Printing			$ 52				**Receipts/Invoice**
Postage/freight			$ 309				**Receipts/Invoice**
Office Supplies			$ 258				**Receipts/Invoice**
Equipment lease			$ 1,803				**Receipts/Invoice**
Parking			$ 2,415				**Receipts/Invoice**
Program Supplies			$ 2,572				**Receipts/Invoice**

Total Operating	**$ 41,398**				
Sub Total	$ 213,351				
Administrative 10%	$ 21,335				**Audit**
Total Receiving Center	**$ 234,686**				

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form: _____ **Title:** _____ **Phone Number:** _____

Authorized signature: _____ **Date:** _____

County of Monterey DSS Authorized Signature: _____ **Date:** _____

REMIT TO: Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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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:

Goodwill Central Coast,

(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:

expanded subsidized employment services to CalWORKs eligible customers.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,750,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Adrian Licea
Name
Director of Mission Services
Title
1325 N. Main St., Salinas, CA 93905
Address
(831) 204-2209
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/21/2026 | 4:44 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/26/2026 | 9:57 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Goodwill Central Coast
Contractor/Business Name*
By: Signed by: C3FB29E858E0D409...
(Signature of Chair, President, or Vice-President)
Christine Westbrook, President & CEO
Name and Title
Date: 5/15/2026 | 1:45 PM PDT
By: Signed by: Abbie Aribas 0CB413907D3746B...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Abbie Aribas
Name and Title
Date: 5/18/2026 | 1:52 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Goodwill Central Coast

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	Friday Weekly Report
Exhibit F	Worksite Agreement
Exhibit G	Case Closure Summary
Exhibit H	Weekly Job Coordination Report
Exhibit I	Monthly Progress Report Form
Exhibit J	Service Referral Form
Exhibit K	JSE-ESE Progress Report
Exhibit L	HIPAA Certification
Exhibit M	Lobbying Certification
Exhibit N	Audit & Recovery of Overpayments
Exhibit N-1	Schedule of County Programs

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SCOPE OF WORK/PAYMENT PROVISIONS

Goodwill Central Coast, a California Non-Profit Corporation

A. **TOTAL FUNDING:** **$1,750,000.00** ESE Allocation

B. **CONTRACT TERM:** July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Manager:
County of Monterey Department of Social Services
David Rosen, Management Analyst III
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 784-2115
rosend@countyofmonterey.gov
501-CWES-Contracts@countyofmonterey.gov

County Fiscal Contact:
County of Monterey Department of Social Services
Edelia Russo, Accountant II
1000 South Main Street, Suite 306, Salinas, CA 93901
Phone: (831) 755-4433
Russoe1@countyofmonterey.gov

Contractor Contract Manager
Goodwill Central Coast
Adrian Licea
Director of Mission Services
Goodwill Central Coast
1325 N Main Street
Salinas, CA 93906
(831) 204-2209
alicea@ccgoodwill.org

Contractor Fiscal Contact
Gloria Baltazar
Grants Accountant
Goodwill Central Coast
1566 Moffett Street
Salinas, CA 93905
(831) 423-8611 Ext 8207
gbaltazar@ccgoodwill.org

Locations of Service:
1566 Moffett Street
Salinas, CA 93905

1325 N Main Street
Salinas, CA 93906

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D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: KKR3W9SAMMX3
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.558 (dollar amount variable)
Federal Award Description: Temporary Assistance for Needy Families (TANF)
Research and Development: No
Indirect Cost Rate: N/A

E. PURPOSE

The purpose of this agreement is to provide administrative and wage subsidy funding to CONTRACTOR (Goodwill Central Coast) to provide an Expanded Subsidized Employment (ESE) training program and unsubsidized job coordination for CalWORKs Employment Services (CWES) customers referred to ESE by County of Monterey Department of Social Services (MCDSS) CWES staff.

F. PROGRAM DESIGN

Goodwill Central Coast (GCC) will provide expanded subsidized employment, training, supervision, intensive case management, job performance evaluations, and unsubsidized job coordination for 300 eligible CWES Welfare-To-Work customers for each fiscal/contract year. ESE will be offered at Goodwill stores throughout the county, developed non-profit and private sector sites, and County of Monterey departmental sites.
GCC Employment Specialists assist 'work-ready' customers with transitioning to unsubsidized employment with no lapse in that employment. The unsubsidized employment placement may start with an ESE Training placement.

a. Work-ready is determined by the GCC Employment Specialist's assessment of the customer based upon interviews as well as GCC ESE Training and Development Associate and non-GCC ESE Site Supervisor's input into each customer's ESE Monthly Evaluations and Weekly Progress Report **(EXHIBIT I)**.

1. Target Population is all eligible CWES customers.
2. The targeted number of customers: 300 customers for each contract year.
3. Performance Goals:
    a. 95% of referred customers are scheduled for an orientation within three (3) business days from the referral date.
    b. 100% of customers who attend and complete orientation leave with an assigned worksite.
    c. 55% of customers who participate in the program meet their minimum participation hours requirement each month.
    d. 95% of customers who successfully complete the program obtain and/or improve on five (5) transferable skills.
    e. 40% of customers who complete the program obtain full-time, unsubsidized employment, which assists customers in moving towards self-sufficiency and off cash aid.
4. Subsidized Wages:

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a. Each Goodwill ESE customer shall receive at least the California State minimum wage per hour while in subsidized employment and attending any Goodwill training or workshops such as Digital Literacy.

b. Customers who do not meet their minimum required Work Participation Rate (WPR) hours each month may be dropped from the program. Some site locations may require more hours than the customer's WPR hours. In order to participate in ESE at those sites, the customers must agree to work the number of hours required by the site. *For example, a customer is only required to work thirty-five (35) WPR hours, but the site requires forty (40) hours per week.*

5. Duration of Subsidized Employment Positions:

   a. Subsidized payments are authorized initially for four (4) months.

   b. Customers are dismissed from ESE by the Site Supervisor for unsatisfactory performance.

   c. Site Supervisors are required to notify GCC and the COUNTY Contract Manager of any terminations.

   d. When the customer approaches the three (3) month mark of employment, the Employment Specialist and CWES Case Manager confer to determine if an extension is appropriate.

6. Extensions of Subsidized Employment Positions:

   a. GCC must obtain written authorization *in advance* from the COUNTY Contract Manager to extend a placement.

   b. Extensions may be granted if funding is available and additional time will increase the likelihood of either of the following:

      i. The participant obtaining unsubsidized employment with the participating employer.

      ii. The participant obtaining skills and experiences relevant to unsubsidized employment in an employment field.

7. ESE positions are exempt from unemployment insurance per section 634.5 of the Unemployment Insurance Code.

8. GCC will provide Worker's Compensation for ESE customers.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

1. Administration CONTRACTOR shall:

   a. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
   b. Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
   c. Submit monthly reimbursement claims to the COUNTY, no later than the 10th of the month following the invoice month, by completing the monthly invoice

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(**EXHIBIT D)** and emailing it to the COUNTY Contracts Manager at 501-CWES-Contracts@countyofmonterey.gov**.**

d. Schedule and attend regular bi-monthly meetings during the term of this Agreement with essential GCC, and CWES staff to review the status of the program, including the number and progress of serviced customers, challenges and opportunities for improvement, and remaining services to be rendered. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.

e. Provide services and supplies and participate in an annual open house convened by CWES that includes all CWES contractors.

f. Participate/facilitate a Service in the Spotlight training yearly.

g. Respond to program improvement requests as well as deficiencies in meeting the service requirements in this Agreement within two (2) business days of the request and/or deficiency being identified through contract monitoring or reported by the COUNTY Contract Manager. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this Agreement.

h. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

2. Tracking and Reporting

CONTRACTOR shall:

a. Respond to COUNTY customer ESE referrals by the next business day. The response shall be provided electronically using secure electronic mail. The response shall indicate the date the customer is scheduled to attend ESE orientation.

b. Enter the customer information, including: Case Number, Last Name, First Name, Assigned Location, Referral Date, Start Date, End Date, Program Status, Employer, and Hours Worked with New Employer into the service provider's Friday Report (**EXHIBIT E**).

c. Provide the Friday Report (**EXHIBIT E**) to the COUNTY Contract Manager on a weekly basis, and within two (2) days of receiving a request, by emailing it to the CWES Contract Manager and 501-CWES-Contracts@countyofmonterey.gov.

d. Provide a current electronic copy of the monthly hours completed and monthly wages paid to the COUNTY Contract Manager monthly with regular invoicing using secure email at 501-CWES-Contracts@countyofmonterey.gov and the assigned management analyst.

e. Gather efficacy data by regularly conducting surveys with ESE customers regarding their experiences with the ESE program. Electronic copies of the summaries of all survey responses and aggregate scoring will be provided to the COUNTY Contract Manager monthly using secure email at 501-CWES-Contracts@countyofmonterey.gov and the Contract Manager's County email address.

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3. Orientation

   CONTRACTOR shall:

   a. Provide client orientations every Tuesday and Thursday

   b. Schedule newly referred regular ESE customers, and, at times when mutually agreed upon, Job Search Workshop (JSW) customers to attend an eight (8) hour ESE orientation on the first available Tuesday and Thursday of every week.

   c. Develop, maintain, and provide an ESE participant handbook to each referred customer at the ESE orientation.

   d. Ensure that each orientation includes, but is not limited to: instruction for completion of the monthly evaluations, review of the worksite agreement, delivery and discussion of the ESE participant handbook, instructions for completing the employee time card, ESE participant expectations and code of conduct, grievance reporting procedures, formal worksite safety training, an explanation about the subsidized employment process, available employment site locations, information about how sites are assigned, information about the ESE time period and when paid job search and coordination services will be provided, as well as answers to any questions ESE customers may have about the ESE program.

   e. Allow CWES Partners to provide presentations during orientation that inform customers of additional services they may be eligible to receive.

   f. Offer customers a Digital Literacy workshop with additional weekly tutoring. This workshop covers key applications including word processing, spreadsheets, and presentation applications, as well as skills for living in an Internet or networked environment and a foundational understanding of computing.

4. Placement

   CONTRACTOR shall:

   a. Start referred customers in a subsidized and supported work environment the next working day following the completed orientation. The work placement shall meet the number of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The work placement shall be able to last for a period of four (4) months. The subsidized employment positions shall consist of no less than four (4) consecutive paid work weeks in a supported work environment aimed at developing basic job skills and eight (8) additional paid work weeks focused on both the continued development of job skills and job search activities. If a customer does not acquire an unsubsidized employment position, or a Subsidized Employment position where there is a promise to hire during the first twelve (12) weeks of participation, then CONTRACTOR may request extensions that the COUNTY Contract Manager may approve before the end of the fourth (4^{th}) month.

   b. Place customers who have been referred to non-GCC ESE in a subsidized and supported work environment by the agreed-upon hiring date following the orientation. The work placement shall meet the number of hours identified on the referral which could be as few as five (5) hours per week and as many as forty (40) hours per week. The subsidized employment position shall consist of four (4) months of paid work weeks including paid job search activities offered at least once

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per week. If a customer does not acquire an unsubsidized employment position, the CONTRACTOR may request extensions that may be approved by the COUNTY Contract Manager.

c. Complete the ESE Worksite Agreement (**EXHIBIT F**) for each customer placed in an ESE position prior to the customer starting in the position. Provide an electronic copy of each customer's signed ESE Worksite Agreement using secure electronic mail to the non-GCC ESE Site Supervisor, and the CWES Case Manager (CCM).

d. Record and report each customer's ESE hours in the Friday Report (**EXHIBIT E**) each Friday via email to the CWES Contract Manager and 501-CWES-Contracts@countyofmonterey.gov .

e. Serve as each referred customer's employer of record and provide all payroll services. This includes providing worker's compensation insurance for all GCC ESE and non-GCC ESE customers. This also includes the collection of timesheets, verification of hours worked, processing and issuance of wages bi-weekly, reporting of all wages to the COUNTY Contract Manager, and serving as a reference for future employment opportunities.

f. Pay at least the state minimum wage for each customer placed in an ESE-supported work position.

g. Complete an ESE Case Closure Summary (**EXHIBIT G)** on all ESE customers including those who do not successfully complete either the orientation process or do not attend their scheduled work placement site. Immediately inform the designated Office Assistant (OA) and the COUNTY Contract Manager using secure electronic mail whenever services have been closed for an ESE customer.

h. Create different levels of ESE that support the differing skill levels of the customer as they move through the program:

i. Level One: Customers who have entry-level or below skills and need to gain basic skills such as showing up to work daily on time, and customer service skills. Examples of jobs include working in a Goodwill store on the floor.

ii. Level Two: Customers who have more than entry-level skills or have obtained entry-level skills through their time in a Goodwill store. These customers should be moved to another worksite to continue their skill-building. Examples of jobs include:

1. working in e-commerce, the warehouse, human resources, or finance at Goodwill Headquarters,

2. A higher-level non-Goodwill site that is above a basic skills gain.

5. Site Development

CONTRACTOR shall:

a. Provide a minimum of sixty (60) GCC ESE positions to support the placement of up to twenty (20) new/additional individuals per month. This includes the development of sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, San Ardo, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.

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b. Develop a process for establishing subsidized employment reimbursement agreements with private employers. Agreements shall clearly delineate the length of time and reimbursement amount allocated to each subsidized employment position as well as detail CONTRACTOR and private employer responsibilities throughout the agreement. Subsidized employment agreements with private employers shall result in each customer obtaining unsubsidized employment with the private employer, or because of the subsidized employment, upon completion.

c. Develop GCC ESE-supported worksites and positions to support customers who are monolingual in a language other than English, or who have limited English proficiency.

d. Develop and maintain sufficient ESE worksites to ensure each referred customer is placed the next workday following the orientation. Ensure that new GCC ESE worksite locations and/or positions are added as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

e. Develop non-GCC ESE worksites as identified by the COUNTY Contract Manager. Coordinate with the prospective non-GCC ESE Site Supervisor to conduct a site visit. Tour each newly developed non-GCC ESE site. Provide the new non-GCC ESE Site Supervisors with ESE program information and answer Site Supervisor questions. Report to the COUNTY Contract Manager when a newly identified non-GCC ESE site is developed, and the Site Supervisor is ready to begin interviewing prospective ESE customers for placement. Serve as the liaison to GCC ESE Training and Development Associates for each GCC ESE worksite developed. Areas of training that CONTRACTOR is responsible for include, but is not limited to:

    i. Orienting the customer on the ESE program, including the completion of the worksite agreement,

    ii. timesheet submission,

    iii. how to correctly fill out and submit the CWES 123 form,

    iv. the weekly and monthly completion of the customer evaluation, and

    v. the requirement to report timely periods of missed work.

f. Respond to GCC ESE Training and Development Associate inquiries within forty-eight (48) hours.

g. Serve as the liaison to non-GCC ESE Site Supervisors for each non-GCC ESE worksite developed. This includes, but is not limited to, providing each non-GCC ESE Site Supervisor with training on the ESE program regarding completion of the worksite agreement, timecard submission, the monthly completion of the customer evaluation, and the requirement to report timely periods of missed work. Respond to non-GCC ESE Site Supervisor inquiries within forty-eight (48) hours.

h. Ensure regular assessment, hands-on training, skill development, and supervision are provided at each ESE job site. Develop work site positions that allow ESE customers making satisfactory progress to have upward mobility throughout their placement. This requires a "tiered" structure to work site positions. Ensure work site positions allow for increasing responsibility, access to new skill development, decreased supervision as appropriate, and increased pay as appropriate. Higher-tiered work site positions may be at the original work site or at alternative ESE work

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sites.

6. Certifications

   CONTRACTOR Shall:

   Provide, or arrange, program training that results in ESE customers obtaining skill-gains and/or obtaining certifications of completion related to in-demand career fields. Skills Gain and Certifications may include, but are not limited to:

   - Forklift driving
   - E-commerce marketing
   - Customer service
   - Warehouse & distribution operations
   - Digital Literacy
   - Retail Training Academy
   - Job Readiness Workshops

7. Program Staff

   CONTRACTOR shall:

   a. Provide a Director of Mission Services (0.5 FTE)

      i. Provide one (1) Director who will oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met. In addition, the Director is tasked with producing required monthly outcomes reports that show enrollments, job placements, and coordinates with the Grants Accountant to provide supporting documentation and expenditure reports needed to prepare the monthly invoice.

      ii. Provide programmatic oversight and monitoring of the ESE program through established processes and in compliance with federal regulations.

      iii. Oversee the supervision of the staff and program services to ensure programmatic and financial contract obligations are met.

      iv. Work closely with all program staff to provide proper training and ensure established workflows are followed closely.

      v. Work to develop and enhance the skill sets of all program staff to add to their repertoire of tools they can use when providing service to ESE participants.

   b. Provide a Program Manager (0.6 FTE)

      i. Provide one (1) 0.6 FTE ESE Program Manager to ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

      ii. The ESE Program Manager shall communicate directly with the COUNTY Contract Manager regarding:

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1. The need for additional or holding referrals.
2. The scheduling of orientations, including ad-hoc orientations.
3. A day-to-day operational change that would significantly impact ESE program.

iii. The ESE Program Manager shall assist the Director in developing key aspects of the program such as:

1. work site development,
2. employer partnership, and
3. skill-building programs,

iv. The ESE Program Manager shall be qualified to carry out the role and responsibility of key roles or be able to draw on qualified staff to provide program support to ensure that business operations run smoothly without a loss of service.

c. Provide Training and Development Associates (3 @ 1.0 FTE each)

i. Provide at least one (1) GCC ESE Training and Development Associate for each GCC ESE worksite, not to exceed three (3) FTE's. Provide additional Training and Development Associates as needed to ensure all referred GCC ESE customers are placed in a supported worksite in the time periods detailed in this Agreement.

ii. Training and Development Associates shall ensure that the ESE Monthly Evaluations and Weekly Progress Report (**EXHIBIT I**) is completed for each customer and provided to the Employment Services Specialists timely. Training and Development Associates shall provide basic job skills training and support to each GCC ESE customer to whom they are assigned. Training and Development Associates shall work with each GCC ESE customer to identify barriers to employment. Training and Development Associates report the barriers to the Employment Services Specialist, who then report the barriers to the CCM using secure electronic mail.

d. Provide a Business Services Specialist (1.0 FTE)

i. Coordinate and expand Goodwill's network of employer partners and support workforce employees as they prepare to enter unsubsidized, regular employment through business development and providing individualized guidance to workforce employees in developing career pathways.

ii. Business & Partnership Development

1. Identify, research, and engage with local businesses throughout the county to establish employment partnerships for both subsidized and unsubsidized job placements.
2. Build and maintain business relationships with employers and create ongoing job opportunities for workforce employees.

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3. Expand offsite subsidized placement offerings in a variety of industries to diversify available career paths/training opportunities for workforce employees.
4. Highlight and present program offerings to potential employer partners to communicate the value of collaboration with Goodwill.
5. Track business partnership activity, hiring outcomes, and employer/workforce employee's feedback and incorporate for continuous improvement.
6. Host/attend job fairs in the community.

iii. Workforce Employee Support

1. Providing individualized career planning, resume development and interview preparation techniques, including coaching in workplace expectations and other related career readiness skills.
2. Assist workforce employees with individualized job search related activities.
3. Be a liaison between employee and employer.
4. Connect workforce employees with employer partners and advocate for their placement.
5. Work closely with Mission Services staff to understand workforce employees' needs and employer expectations.
6. Contribute and provide workshops, attend hiring events and participate in networking activities.
7. Utilize feedback from workforce employees and employers to help shape program offerings and training focus.

e. Provide a Lead Employment Specialist (ES) (1 @ 1.0 FTE)

i. Provide one (1) full-time Lead Employment Services Specialist to ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

ii. The Lead Employment Services Specialist shall communicate directly with the COUNTY Contract Manager regarding:

1. The need for additional or holding referrals.
2. The scheduling of orientations, including ad-hoc orientations.
3. A day-to-day operational change that would significantly impact the ESE program.

iii. The Lead Employment Services Specialist shall assist the Director in developing key aspects of the program, such as:

1. Work site development
2. Employer partnership,
3. Skill-building programs,

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iv. The Lead Employment Services Specialist shall be qualified to carry out the role and responsibility of key roles or be able to draw on qualified staff to provide program support to ensure that business operations run smoothly without a loss of service.

f. Provide two (2) Employment Services Specialists (ESS) (2 @ 1.0 FTE)

i. Provide two (2) full-time Employment Services Specialists to deliver the intensive case management services detailed in this Agreement.

ii. Ensure each referred GCC ESE customer is placed in a supported worksite and position appropriate for an unskilled worker by the next workday following the completion of the orientation.

iii. Ensure each placed GCC ESE customer meets their assigned work hours weekly and monthly.

iv. Ensure that the prior day's timecards are sent using secure electronic mail to the designated OA and the ESE Contract Manager.

v. Ensure weekly contact with each placed GCC ESE customer during the first four (4) weeks of placement.

vi. Ensure monthly, in-person contact with each placed GCC and non-GCC ESE customer.

vii. Ensure each customer contact is used to determine the customer's needs, satisfaction with their placement, and progress toward the skills needed to secure future subsidized/unsubsidized employment.

viii. Ensure that the ESE Monthly Evaluations and Weekly Progress Reports (**EXHIBIT I**) are completed by the Training and Development Associates for each GCC ESE customer during the first four (4) weeks of participation.

ix. Ensure that the ESE Monthly Evaluations and Weekly Progress Reports (**EXHIBIT I**) are completed by the Training and Development Associates and Site Supervisors for GCC and non-GCC ESE customers.

x. Ensure that an electronic copy of each weekly progress report and monthly evaluation is sent using secure electronic mail to the COUNTY Contract Manager and the designated OA for each placed customer.

xi. Visit each GCC and non-GCC ESE worksite a minimum of one (1) time per quarter to meet with both customers and Training and Development Associates/Site Supervisors to discuss any site concerns regarding evaluations, training, safety, and progress.

xii. Ensure that each GCC ESE worksite placement allows for each customer to work every available workday during each calendar month that the customer is participating in the ESE program.

xiii. Ensure each customer's timecard is completed as required and that each customer is paid during regular payment schedules.

xiv. Ensure that ESE customers working at GCC worksites will have time off benefits administered consistent with GCC policy for all other employees. ESE customers working at non-GCC worksites will receive holiday pay

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when their worksite is closed due to a holiday.

xv. Ensure that additional workdays (Saturdays and Sundays) are available to each GCC ESE customer each week to make up hours that may be missed due to both excused and unexcused absences.

xvi. Ensure that GCC ESE customers with limited means of transportation are provided priority for placement close to their residence, and/or a suitable alternative worksite is available.

xvii. Immediately report to the customer's CCM within one (1) business day, if the GCC ESE customer misses a scheduled day of work. This report shall be made using secure electronic mail.

xviii. Make daily attempts to contact GCC ESE customers that are absent from their worksite. Daily contact attempts shall be made until the customer responds or the CCM determines that GCC ESE services should be closed for the customer.

xix. Provide support to ESE customers and Training and Development Associates/Site Supervisors to address and report unsatisfactory performance as a component of regular monthly reporting**.**

xx. Coordinate with each ESE customer's CCM to incorporate ESE participation as an activity and component of the customer's WTW plan to meet WPR.

xxi. Participate in group meetings as requested which may include either combination of the ESE customer, CONTRACTOR, CCM, and Training and Development Associates/Site Supervisor.

xxii. Provide bilingual (English-Spanish) case management services either directly or by a translator.

xxiii. Identify the employment barriers of each ESE customer and make recommendations to the customer's CCM on how to remove the barriers.

xxiv. Contact the site of each new ESE placement the day following the 1st day of a customer's start date to ensure the customer attended as required. If the customer did not attend, report the absence to the CCM immediately using secure electronic mail.

xxv. Make three (3) attempts throughout the next workday to contact each ESE customer who did not attend their first scheduled workday at the ESE worksite as scheduled. Determine the reason for the customer's absence. Report the reason to the customer's CCM immediately using secure electronic mail. Ensure the customer's CCM is informed that attempts to contact the customer have been unsuccessful.

xxvi. Close ESE services when directed by the CCM or COUNTY Contract Manager. Record the service closure on the ESE Case Closure Summary (**EXHIBIT G**) and complete all the fields, including the ESE scheduled and actual end dates, program exit status, and employment status if applicable.

xxvii. Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.

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xxviii. Report to the customer's CCM using secure electronic mail whenever a referred customer misses a scheduled appointment, or the customer's services are required to be interrupted and/or discontinued.

xxix. Contact the COUNTY Contract Manager if the active GCC ESE placement caseload reaches maximum capacity. Coordinate with the COUNTY Contract Manager on actions to take to support excessive caseload management and placement.

xxx. The Employment Services Specialists shall assist customers with their transition into OJT/SE and ultimately unsubsidized positions relevant to the customer's employment goal as soon as the customer is determined to be "work-ready" with no lapse in employment. The determination of "work-ready" is made by the Employment Services Specialist assessment of each customer based upon interviews and GCC ESE Training and Development Associates or non-GCC ESE Site Supervisor input as well as the customer's weekly/monthly ESE progress report.

xxxi. Each Employment Services Specialist shall provide a Weekly Job Coordination Report (**EXHIBIT H**) detailing the weekly progress that each GCC and non-GCC ESE customer has made toward obtaining future subsidized or unsubsidized employment. The Weekly Job Coordination Report shall also identify each customer that has been placed in other subsidized or unsubsidized positions and provide a running total of the number of job placements as well as a running total of customers that have completed ESE. The weekly job coordination report shall also identify those ESE customers that have completed ESE and have not obtained other subsidized or unsubsidized employment.

1. Each ESE customer's completion status shall be accurately reflected on the ESE Case Closure Summary (**EXHIBIT G**). An electronic copy of the weekly job coordination report shall be sent to the designated OA and the COUNTY Contract Manager using secure electronic mail to:
    - 501-CWES-Contracts@countyofmonterey.gov.

g. Grants Accountant (0.2 FTE)

i. Monitor and analyze programmatic and fiscal performance and procedures to ensure compliance with contractual requirements, federal, state, and local regulations, as well as internal policies. Conducts internal case file/record reviews and audits to ensure contractual performance expectations are met.

ii. Ensure data entry and collection methods meet outcomes management and compliance standards. Create and aggregate reports to assist directors in monitoring and assessing program progress.

iii. Coordinate follow-up and corrective action planning for internal and external audits. Ensure external audit recommendations are executed.

h. Career Training Specialist (0.5 FTE)

i. Provide classroom style instruction in soft skills, job readiness, job retention, and digital literacy with the objective of building participants'

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skillsets and knowledge to support career advancement and/or to successfully obtain and retain competitive employment.

ii. Provide instruction in group and individual settings to build participants' digital literacy skills and knowledge in computer basics, internet fundamentals, common application software such as Microsoft Word, Excel, PowerPoint, and Outlook that will prepare them to obtain digital literacy certifications through Northstar and deliver instruction in education and training programs such as job search workshops.

iii. Facilitate workshops related to employment, such as career exploration and planning, goal setting, networking, social media, job search strategies, resume writing and interviewing, job readiness, and for a variety of life skills, such as problem solving, esteem building, customer service, and coping with life stressors, as appropriate to meet the needs of the community of participants served.

iv. Maintain an ongoing assessment of individual participant progress and encourage continued courses according to the needs of the students.

v. Support in the development/improvement of Goodwill's digital literacy and job readiness curriculums.

i. Career Training Coordinator (0.6 FTE)

i. Develop curriculum, maintain calendars/scheduling, and provide classroom-style instruction in soft skills, job readiness, job retention, and digital literacy to build participants' skillsets and knowledge to support career advancement and/or to successfully obtain and retain competitive employment.

ii. Provide instruction in group and individual settings to build participants' digital literacy skills and knowledge in computer basics, internet fundamentals, common application software such as Microsoft Word, Excel, PowerPoint, and Outlook, that will prepare them to obtain digital literacy certifications through NorthStar and deliver instruction in education and training programs such as job search workshops.

iii. Facilitate workshops related to employment, such as career exploration and planning, goal setting, networking, social media, job search strategies, resume writing and interviewing, job readiness, and for a variety of life skills, such as problem solving, esteem building, customer service, and coping with life stressors, as appropriate to meet the needs of the community of participants served.

iv. Providing administrative training and program support to all Career Training Specialists.

v. Develop, design, improve, and modify all course curricula.

vi. Assist the Mission Services Director in the management of current course offerings, project timelines, reports, and design and implementation of new courses as needed.

vii. Provide ongoing assessment of individual participant progress, create lesson plans, and adapt curriculum and lesson plans according to the needs of the students.

j. Career Center Coordinator (0.5 FTE)

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i. Orient ESE participants to services including internet access, job boards, employment and training resources, and in-demand positions in the area.

ii. Assist participants with learning effective job search skills, navigating our current labor market, preparing applications and resumes, and conducting mock interviews.

iii. Assist workforce development staff with educating employers about the various employment and training services that meet their workforce needs and inquire about potential job openings.

iv. Complete general clerical work required for job placement and outcomes tracking.

v. Job placement services will be provided weekly to each ESE customer. Which includes:

1. Resume development, restructuring, and submission.
2. Interview scheduling and follow-up.
3. Interview practice.
4. Career exploration and advice.
5. Early and consistent customer encouragement and motivation to secure unsubsidized employment as soon as possible.

vi. Assess and refer any ESE job search customer that would benefit from the network with employers and other workforce entities including, but not limited to Business and HR Associations, Local Chambers, etc., to assist with the development of on-the-job training, and subsidized and/or unsubsidized employment opportunities.

k. GCC may modify staffing to create personnel, programmatic and fiscal efficiencies within the perimeters of the budget and approval from the COUNTY Contract Manager.

l. When necessary, ensure services are provided safely in a variety of methods using virtual/online platforms.

i. Ensure services are continued and provided to CWES customers safely, including services provided by phone or virtual/online platforms (i.e., Zoom, Skype, GoToMeeting, etc.) where the technology is available.

ii. Ensure the health and safety of CONTRACTOR staff, CWES customers, and the general public, by taking preventative measures, including increased cleaning and sanitizing, ensuring CONTRACTOR staff and CWES customers follow safety measures such as social distancing (as appropriate), wearing masks (when required), and encouraging sick CONTRACTOR staff and CWES customers to stay home.

H. NON-DISPLACEMENT PROVISIONS *[WELFARE & INSTITUTIONS CODE SECTION 11324.6]*

Subsidized placement shall <u>not</u> result in any of the following:

1. Displacement or partial displacement of current employees.

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2. The filling of positions, which would otherwise be promotional opportunities for current employees.
3. The filing of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of established unfilled public agency positions unless the positions are unfunded in a public agency budget.
5. The filling of a position created by termination, layoff, or reduction in workforce.
6. A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that worksite, or funded positions are vacant or regular employees laid off.
8. The termination of a contract for services, prior to the expiration date, results in displacement full or partial of workers performing contracted services.
9. The denial to a customer or employee of protection afforded to other workers on the worksite by state and federal laws governing workplace health, safety, and representation.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this agreement, COUNTY shall:

1. Report to the State as required regarding AB 74 Expanded Subsidized Employment expenditures and participation.
2. Review monthly invoices and reports submitted by GCC and forward them to the Administrative Services Branch for payment.
3. Identify and refer up to twenty (20) CWES customers each month.
    a. Submit the following information using secure/encrypted electronic mail to CONTRACTOR:
        i. The CSF 136, Service Referral (**EXHIBIT J**) contains the following information: CWES Case Worker Name, Customer's CalSAWS Case Number, Customer's Name, Customer's working telephone number (if available), referral date, the reason for the referral, a statement about the customer's needs, required work participation hours, preferred starting worksite and start date, and any additional information deemed necessary and relevant by the CCM.
4. Communicate at a minimum within two (2) working days to:
    a. Respond to any inquiries from GCC regarding an ESE referral or placement.
    b. Share any changes in customer status or circumstances that impact ESE.
    c. Be available for bi-monthly meetings and as needed with GCC and/or customers.
5. Coordinate with CONTRACTOR on any line-item budget adjustments necessary to allow for appropriate realignment of funds within the approved budget.
6. Coordinate with CONTRACTOR thirty (30) days in advance to re-schedule orientations

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that fall on holidays or days when either the CONTRACTOR or COUNTY are unable to provide the orientations.

7. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR after each visit. Monitoring visits will include a review of each line item in this Agreement.

J. PAYMENT PROVISIONS:

J.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

J.2 Total cost of this program is ***one million seven hundred and fifty thousand dollars* ($1,750,000.00)**.

J.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

J.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***one million seven hundred and fifty thousand dollars* ($1,750,000.00),** per **Exhibits C, Budgets.**

J.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*.

a. All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Adrian Licea** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Goodwill Central Coast
July 1, 2026 - June 30, 2027
BUDGET

Category	Total FY 26/27 Expense
Program Coordination	
Salaries & Benefits	
0.5 FTE Director of Mission Services	$52,434.00
0.2 FTE Grants Accountant	$24,333.00
0.6 FTE Program Manager	$49,747.00
2.0 FTE Employment Services Specialists	$120,374.00
0.6 FTE Career Training Coordinator	$41,080.00
3.0 FTE Training & Development Associates	$148,852.00
0.5 FTE Career Center Coordiantor	$30,327.00
1.0 FTE Business Services Specialist	$74,778.00
0.5 FTE Career Training Specialist	$36,808.00
1.0 FTE Lead Employment Services Specialist	$67,739.00
Total Salaries & Benefits	**$646,472.00**
Operating Costs	
Office Supplies	$2,500.00
Training & Development	$4,000.00
Small Equip/Furniture/Tools	$2,500.00
Telephone and Internet	$10,800.00
General & Property Insurance	$14,646.00
Building Repairs/Maint/Landscaping	$1,500.00
Utilities - Power & Water	$5,500.00
Trash Removal/Dump/Hauling	$1,440.00
Cost of Compensation	$18,265.91
Equipment Maintenance/Repairs	$5,400.00
Advertising & Marketing	$1,200.00
Travel/Mileage/Parking	$7,500.00
Total Operating Cost	**$75,251.91**
Direct Customer Supportive Services	
Specific Contract Support	$27,000.00
Student Supplies - Support & Instructional	$3,450.00
Total Direct Customer Supportive Services	**$30,450.00**
Total Overhead	**$112,826.09**
Total Program Coordination	**$865,000.00**
Wage Subsidy	
Participant Wages	**$750,000.00**
18% Taxes/WC	**$135,000.00**
Total Wage Subsidy	**$885,000.00**
Total Costs	**$1,750,000.00**

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Monthly Invoice
Expanded Subsidized Employment
07/01/2026 to 06/30/2027

Goodwill Central Coast
PO#
Vendor ID

Date
INV#
Cust# MCDSS

David Rosen
CalWORKS Employment Services
730 La Guardia St.
Salinas, CA 93905

501-CWES-Contracts@countyofmonterey.gov
rosend@countyofmonterey.gov

Period of Service:

CATEGORY	TOTAL CONTRACT	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Program Coordination				
Salaries / Benefits	$ 646,472.00			
Operating Costs	$ 75,251.91			
Direct Customer Supportive Services	$ 30,450.00			
Overhead	$ 112,826.09			
Total Program Coordination	$ 865,000.00			
Wage Subsidy	$ 885,000.00			
TOTAL	**$ 1,750,000.00**			

I hereby certify that this report is correct and complate to the best of my knowledge.

	ESE Program Manager	
Authorized Signature - Goodwill Central Coast	Title	Date
	Senior Accountant	
Authorized Signature - Goodwill Central Coast	Title	Date
	Management Analyst	
Authorized Signature - County of Monterey, DSS, CWES	Title	Date

Please remit to:
Goodwill Central Coast
1566 Moffett Street
Salinas, CA 93905

Client Info										ESE Placement						Required Training Completion Dates		Exit	
Count	Last Name	First Name	Date of Birth	Case #	Case Worker	Employment Specialist	Referral Date	Employee ID #	Phone Number	Start Date	Projected End Date	Store/Site	State Review	Wage	Hours	Digital Literacy	RTA	Date	Exit Status

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EXHIBIT F

ESE Worksite Agreement

SITE NAME:	**Goodwill Central Coast Case Manager**	**CWES CASE MANAGER:**
Site Address: Full Name of ESE Site Contact: Telephone: ( ) Fax( ) E-Mail Address:	Address: Full Name of ESE Case Manager: Telephone: ( ) Fax( ) E-Mail Address:	Office: Full Name of CWES Case Manager: Telephone: ( ) Fax( ) E-Mail Address:

Participant Full Name: Case Number:	Participant's Phone Number: ( )

Job Title:	**Subsidized Employment Begins**:Click here to enter a date. **Subsidized Employment Ends**:Click here to enter a date.

(1) Hours per Week: /week	2) Starting Hourly Wage Rate: $ /hr

Hours of work each day: Hours may vary						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

JOB SEARCH SCHEDULE (ATTACH IF APPLICABLE):

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ESE Worksite Agreement

ESE Site AGREES:

1. To provide the above-named participant a temporary job listed above, to provide supervision and instruction regarding duties and work activities, and to orient the participant to the business's policies, job responsibilities, procedures, safety instructions, and regulations. The orientation will also include appropriate dress, work hours and break times, and other expectations. To provide equipment necessary for injury and damage prevention.
2. The ESE participant will be working under the same standards, conditions, and benefits (except Unemployment Insurance) as similarly situated regular employees and these conditions will comply with all State and Federal regulations governing health and safety, Worker's Compensation, and labor laws.
3. To keep accurate records of the ESE participant's attendance, complete the Timecard/Progress Report (attached) at the end of each month and submit it to the ESE Rep in person, by fax to (831) 287-2351.
4. To notify the ESE Representative ASAP of any difficulties the site may be experiencing with the new hire during the agreement period (i.e., attendance, communication, or performance issues). The site will notify the ESE Rep listed above of any significant change in job position/main duties (promotion, demotion, reassignment, hours change, etc.), or before terminating the participant for any reason. The site agrees to provide the ESE Program a completed Time Card/claim within three (3) days of termination.
5. To ensure that participant work hours do not fall below the number of hours specified in this agreement.
6. To complete and distribute an Employee Progress Report monthly to the participant, Goodwill Central Coast, and CWES Case Manager
7. To allow the participant time off to complete weekly or biweekly job search activities during the placement.

GOODWILL CENTRAL COAST AGREES:

1. To visit and/or contact the ESE Site on a schedule to be mutually agreed upon for picking up time cards/progress reports, to ensure the satisfactory progress of the new employee, and/or to coordinate supportive services needed by the site or participant.
2. To provide the ESE Site Agreement, timecard, and monthly progress report to the CWES Case Manager.
3. To perform the duties outlined in the Agreement between the County of Monterey and Goodwill Central Coast.

GENERAL PROVISIONS:

1. This agreement may be terminated by either party upon ten (10) days advance written notification. The site agrees not to terminate the employee without first notifying the ESE Rep listed above. This agreement may be terminated at the discretion of the CWES if funding becomes unavailable, or if the site:
    a) Fails to meet the performance criteria specified in this agreement.
    b) If a participant is unable to continue in the program, as determined by CWES.
2. Goodwill Central Coast is a California Non-profit Corporation 501 (c) 3 and or is authorized to implement the ESE program by the County of Monterey.
3. No person shall be denied training or employment; excluded from benefits, or discriminated against because of race, color, religion, sex, national origin, age, handicap, physical or mental disability, medical condition, marital status, sexual orientation, or political affiliation or belief.
4. A ESE position may not be created as the result of, and may not result in, any of the following: displacement of current employees, including overtime currently worked by these employees; the filling of positions that would otherwise be promotional opportunities for current employees; the filling of a position, prior to compliance with applicable personnel procedures or provisions; the filling of a position created by a layoff, or a reduction in workforce; the filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs; a strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees. Activities under this agreement shall not violate any provisions limiting sectarian or political activities.

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ESE Worksite Agreement

SIGNATURES

The undersigned approves this agreement. This agreement will not take effect and no person shall begin working until this agreement is signed and dated by all parties and returned to the ESE Representative listed above.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties signed below:	
FOR PARTICIPANT: _____ Print Name _____ Signature _____ Date _____ Phone Number	**FOR GOODWILL CENTRAL COAST:** _____ Print Name and Title of Authorized Signer _____ Signature _____ Date _____ Phone Number
FOR ESE SITE: _____ Print Name and Title of Authorized Signer _____ Signature _____ Date _____ Phone Number	

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goodwill central coast

Expanded Subsidized Employment (ESE)
Case Closure Summary

Participant Name: Enter text here. **Date:** Enter today's date.

Goodwill ESE Rep: Enter text here. **Case Number**: Enter text here.
Case Worker: Enter text here.

ESE Placement information:

Employer: Enter text here. **Job Title**: Enter text here.

Salary: Enter amount. **Hours**: Enter hours. **Total ESE Funds Used**: Enter amount.

ESE Start Date:	Scheduled End Date:	Actual End Date:
Enter ESE start date.	Enter ESE sched end date.	Enter actual end date.

Program Exit Status:

Participant: Choose an item.

Employment Status:

Participant Job Title: Enter text here.

Date of Unsubsidized Employment: Enter date of hire. **Hourly Wage**: Enter hourly wage. **Hours Per Week**: Enter hours/week.

Summary of reason(s) for exiting from the ESE program:
Enter text here.

Participant will be referred:

☐ Back to County CWES
☐ On-the-Job Training Program
☐ Other: If other, please explain here:

Signature of Manager: _____ Date: _____

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Weekly Job Coordination Report

Total Placements to date: Placement Ratio:

	Total Successfully Completed:		Participants in Active Job Development:		
Location	**Participant Name:**	**Interviews**	**Job Search/ Applications**	**Meetings w/ Participant**	**Employed**
GWCC	Customer 1				
GWCC	Customer 2				
N. Main	Customer 3				
N. Main	Customer 4				
Soledad	Customer 5				
Soledad	Customer 6				
Marina	Customer 7				
Marina	Customer 8				
Child Support	Customer 9				
Seaside One-Stop	Customer 10				
Salinas One-Stop	Customer 11				
Additional Location	Customer 12				

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EXHIBIT I

ESE ON-SITE MONTHLY EVALUATIONS & WEEKLY PROGRESS REPORT FORM

NAME: _____ CASE NUMBER: _____

STORE: _____

APPRAISAL PERIOD FROM: _____ TO: _____

	Exceeds Standards	Achieves Standards		Below Standard
		P	**M**	
1. **JOB KNOWLEDGE:** Displays awareness of job duties, greets guests and offers assistance, is knowledgeable of different departments, and displays products in a pleasing way for guests to shop.	☐	☐	☐	☐
3. **QUALITY OF WORK:** Capable of arranging products in an organized way, and keeping racks and shelves straightened and in the proper departments throughout the day.	☐	☐	☐	☐
4. **PRODUCTIVITY:** Follows directions, checks work, keeps up on guest service, and requests additional projects. Meets store quotas.	☐	☐	☐	☐
5. **DEPENDABILITY:** Arrives on time for work and from breaks and understands and carries out instructions in an acceptable manner.	☐	☐	☐	☐
6. **ATTENDANCE:** Meets program guidelines for attendance. Follows proper procedures for calling in sick. Begins work on time.	☐	☐	☐	☐
7. **RELATIONS WITH OTHERS:** Works well with co-workers, displays a professional attitude to guests, and is helpful and cooperative with all Goodwill guests and employees.	☐	☐	☐	☐
8. **APPEARANCE:** Wears appropriate dress for the workplace. Maintains good cleanliness and grooming standards (each job site will determine appropriate dress).	☐	☐	☐	☐
9. **COMMITMENT TO SAFETY:** Observes all safety procedures, communicates potential safety hazards with Skills Trainer or Store Manager in a timely manner, and practices safe work habits.	☐	☐	☐	☐
10. **OVERALL RATING:**	☐	☐	☐	☐

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TRAINEE PROGRESS REPORT FORM

RATER'S OVERALL COMMENTS:

TRAINEE'S COMMENTS (Use attachments if necessary):

TRAINEE SIGNATURE: _____ DATE: _____

T&D ASSOCIATE NAME: _____
(PRINT)

T&D ASSOCIATE SIGNATURE: _____ DATE: _____

TRAINEE'S REFUSAL TO SIGN: I certify that this performance appraisal was discussed with the trainee who refused to sign it.

T&D ASSOCIATE CERTIFICATION: _____ DATE: _____

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EXHIBIT J

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

County of Monterey - Employment Services
Phone: (831) 755-4452
Worker Name: Enter name of CWES Case Worker
Worker ID: Enter CWES Case Worker ID#
Worker Phone Number: Enter CWES Case Worker Ph#
Date: Enter date form was completed
Case Name: Enter name of CWES Customer
Case Number: Enter CWES Customer Case #

TEST USE ONLY

Service Referral

Enter name of CWES Customer
Enter street address of CWES Customer
Enter city, State and Zip code of CWES Customer

Customer Name: Enter name of CWES Customer
Need Category: Education/Job Training
Need Type: On the Job Experience
Need Description: ESE

Provider and address:
Goodwill Central Coast
1325 N. Main Street
Salinas, CA 93906-2828

Children	Age	SSN

DO NOT DISTRIBUTE

Comments:

Language: (Enter preferred language, i.e. English)
Required Weekly Hours: (Enter number of hours needed for customer, i.e. 32)
State Review List for: (Enter month and year of review, i.e. March 2020)
Ready to start at: (Enter address of Goodwill locations in Monterey County)

INFORMATION FOR YOUR CUSTOMER:
ESE orientation is scheduled on: (Enter the date of the orientation, if known)
Orientations begins at 9:00 am and may last until 5:00 pm.
Orientation location: 1325 N. Main Street, Salinas, CA 93906
YOU MUST BRING YOUR ORIGINAL SOCIAL SECURITY CARD AND VALID ID TO THE ORIENTATION.

(11/2002)

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JSW-ESE Progress Report

Rating Time Period:

Name: | Req Wkly Hours: | Week #:

JSW ES Name: | Email Address:

GCC ES Name: | Email Address:

	Place X in the appropriate box	Excellent	Very Good	Satisfactory	Needs Improvement	Comments
1	Attitude (Wants to learn and work hard)					
2	Cooperation (With supervisor)					
3	Dependability (Follows directions well)					
4	Punctuality (Arrives to work on time)					
5	Works Required Hours Weekly (An average of 22, 32, 38)					
6	Work Habits (Completes assigned work)					
7	Initiative (Asks to do new things)					
8	Quality of Work (Neat, accurate, and organized)					
9	Relationships With Co-Workers					
10	Personal Appearance (Appropriate dress, clean/ neat)					
Overall Rating (circle or highlight one)		**Excellent**	**Very Good**	**Satisfactory**	**Needs Improvement**	

Additional Comments:

Site Supervisor Signature

Participant Signature

Date

Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Goodwill Central Coast

By: Signed by: _____
3FB29F858F0D409...

Title: CEO

Date: 5/15/2026 | 1:45 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 3FB29F968F0D409...

CEO
Title

Goodwill Central Coast
Agency/Organization

5/15/2026 | 1:45 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
3FB29F858F0D409...
(signature of authorized representative)

5/15/2026 | 1:45 PM PDT
(date)

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GOODWILL CENTRAL COAST
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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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:

Learning Time Inc,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:
in-dept learning evaluations and job readiness education for CalWORKs customers.

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: **$** 660,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Dr. Joan Smith
Name
Ed. D
Title
14401 Roland Canyon, Rd., Salinas, CA 93908
Address
(831) 484-0994
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/21/2026 | 10:07 PM EDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller
Date: 5/27/2026 | 12:55 AM EDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Learning Time Inc.
Contractor/Business Name*
By: DocuSigned by: Dr. Joan Smith 85B8255416B54B9...
(Signature of Chair, President, or Vice-President)
Joan Smith Director
Name and Title
Date: 5/19/2026 | 7:12 PM EDT
By: Signed by: Coleen Gsell 5A5745BA37C483...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Coleen Gsell Treasurer
Name and Title
Date: 5/20/2026 | 5:02 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Learning Time Inc.

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget FY 2026-27
Exhibit C-2	Budget FY 2027-28
Exhibit C-3	Budget FY 2028-29
Exhibit D-1	Invoice FY 2026-27
Exhibit D-2	Invoice FY 2027-28
Exhibit D-3	Invoice FY 2028-29
Exhibit E	CO 205 Response Referral Form
Exhibit F	CSF 136 Referral Form
Exhibit G-1	Evaluation Monthly Report
Exhibit G-2	Monthly Tutoring Report
Exhibit G-3	Monthly Lab Tutoring Report
Exhibit H	HIPAA Certification
Exhibit I	Lobbying Certification
Exhibit J	Audit & Recovery of Overpayments
Exhibit J-1	Schedule of County Programs

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EXHIBIT A

SCOPE OF WORK/PAYMENT PROVISIONS

LEARNING TIME, INC.
CalWORKs Employment Services (CWES) Learning Disability Evaluations & Reports
and
Learning Disability Tutoring/Direct Instruction to CWES Customers

A. TOTAL FUNDING: $660,000.00 Family Stabilization (FSP) Allocation

B. CONTRACT TERM: July 1, 2026 – June 30, 2029

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Phillip McCoun, Management Analyst II
730 La Guardia Street, Salinas, CA 93905
Phone: (831) 796-3372
McCounPE@countyofmonterey.gov
501-CWES-Contracts@countyofmonterey.gov

County Fiscal Contract:
County of Monterey Department of Social Services
Edelia Russo, Accountant II
1000 South Main Street Suite 306, Salinas, CA 93901
Phone: (831) 755-4433
Russoe1@countyofmonterey.gov

Contractor Information:
Learning Time, Inc.
Dr. Joan Smith, Ed.D.
14401 Roland Canyon Road, Salinas, CA 93908
Phone: (831) 484-0994 Fax: (831) 484-0998
Joan_smith@comcast.net

Location of Services:
One-Stop Career Center
730 La Guardia Street, Salinas, CA 93905

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: N/A
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. BACKGROUND:

The CalWORKs Employment Services (CWES) program requires that the COUNTY offer a learning disability screening to all adult CWES participants. Those who score "12" or more on a standardized and normed screening tool are then offered a learning disability evaluation that identifies the specific learning disabilities and recommended accommodations. This agreement

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is for the provision of learning disability evaluations and related services for the CWES Welfare-to-Work (WTW) program, including, but not limited to, direct instruction to individuals and groups to relieve identified disabilities that prevent success in meeting WTW goals and the participation in Multidisciplinary Team (MDT) meetings to assist customers in the CalWORKs Family Stabilization program.

F. TARGET POPULATION

F.1 The target population is recipients who are 18 years of age or older, who are participating in the CWES Welfare-to-Work (WTW) program, and referred by the COUNTY, who:

F.1.1 Are identified as having potential learning disabilities based on:

F.1.1.a The California State Department of Social Services approved Learning Needs Screening (WTW 18), or

F.1.1.b Being previously identified as having learning problems (for example, were in Special Education classes during all or part of grades kindergarten through 12), or

F.1.1.c The statewide Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Disabilities.

F.1.2 Are suspected of having a learning disability, even though the results of the learning disabilities screening (WTW 18 or OCAT, Section B4) did not indicate a potential learning disability, or

F.1.3 Are limited-English proficient (LEP) and therefore have not been screened with the screening tool but have indicators of a potential learning disability.*

**The State of California learning disability screening tool (WTW 18) is validated and normed only for English speakers. Customers with Limited English Proficiency (LEP) may be referred for an evaluation based on other indicators of a possible learning disability.*

G. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

G.1 Provide learning need evaluations to referred customers in both English and Spanish, depending on the customer's preferred language.

G.2 Provide services to CWES customers who have a documented learning disability in reading or calculations or have a head injury which resulted in memory loss, organizational ability, and basic skills.

H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

H.1 Accept customer referrals from the COUNTY and adjust the number of days per month on which testing is offered accordingly.

H.2 Conduct evaluations at the One-Stop Community Centers (OSCC) in Salinas and King City.

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H.3 Interview referred CWES customers within ten (10) business days of receipt of a Learning Disability referral, CSF 136, and administer evaluation test instruments for English and Spanish-speaking customers that include:

H.3.1 Tools for measurement of aptitudes.

H.3.2 Tools for measurement of academic achievement.

H.3.3 Tools for measurement of information processing

H.4 Complete and submit learning disability evaluation reports to the COUNTY within thirty (30) days from the date that a CWES customer is referred by the COUNTY using a **CO 205 Response to Referral form (EXHIBIT E)**. Include the following core information expressed in a reader-friendly writing style and clear format:

H.4.1 The name of the evaluator, customer, and date(s) of testing.

H.4.2 Relevant vocational/educational background and history.

H.4.3 General aptitude/cognitive level.

H.4.4 Other identified issues such as physical/mental problems.

H.4.5 Areas of strength.

H.4.6 Areas of deficiency.

H.4.7 A summary of the participant's condition and rationale for learning disabilities determination/diagnosis, including the severity of disability, areas of potential impact on employment and participation in WTW activities, recommendations for additional services, as appropriate, any suspected conditions, if identified, other than a learning disability so that the County can make the appropriate referral, range of recommended accommodations/assistive technology to be included in the participant's WTW Plan, identification of local resources to assist recipients, and the rationale for learning disabilities determination/diagnosis.

H.5 Complete and submit learning disability accommodation reports to the COUNTY and school or worksite (as required by school or worksites) within thirty (30) days from the date that a CWES customer is referred by the COUNTY.

H.6 Be available for, and participate in, scheduled face-to-face or telephone consultations involving the CWES customer, COUNTY staff, and other WTW partners (sometimes called a three-way meeting) to explain evaluation findings and recommendations and to assist in the development of a WTW Plan.

H.7 Provide annual training for COUNTY staff and CWES partners.

H.8 Provide services to CWES customers who have a documented learning disability in reading or calculations or have a head injury which resulted in loss of memory, organizational ability, and/or basic skills. This service shall be conducted at a minimum once per week and provides individual and group participation to address the disability which prevents success in WTW participation.

H.8.1 Services include individualized programming for each customer and retesting in memory and academic skill development after thirty (30) sessions to document progress. Services are provided by a clinical specialist.

H.9 Participate in Multidisciplinary Team meetings to assist customers in the CalWORKs Family Stabilization program as needed.

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H.10 Maintain ongoing and accurate service and data reports (**EXHIBITS G-1, G-2, and G-3**), and submit this reporting to the County Contract Manager, as outlined in **SECTION L: Reporting Instructions & Submission**.

H.11 Ensure all LD Evaluation Reports, Worksite/School Accommodation Reports, and CW 61 forms issued regarding CWES customers are signed by a licensed clinician recognized by State regulations.

H.12 Provide an invoice and monthly service detailed report data as displayed in **EXHIBITS D-1, D-2, D-3** and **EXHIBITS G-1, G-2, and G-3** by the 10th of each month for the prior service/report month to 10th of each month to 501-CWES-Contract@countyofmonterey.gov.

H.13 Conduct LD Evaluation interviews within seven (7) days of referral.

H.14 Complete and submit LD Evaluation Reports and/or Worksite/School Accommodation Reports within thirty (30) days of referral.

H.15 Provide training to Employment Services staff, as needed.

H.16 Participate in the annual ACES Open House event.

H.17 Participate in Family Stabilization Multidisciplinary Team Meetings, as needed.

H.18 Provide LD Tutoring/direct instruction to CWES customers.

H.19 Provide a minimum of two in-person presentations per month on topics related to Learning Disabilities to customers in the Job Search Workshop (JSW). Topics can include, but are not limited to, the following: Identification of Learning Disabilities, Empowering Individuals with Neurodiverse Needs, IEP vs 504 plans, Preparing for Post-Secondary Education and Vocational Opportunities, and Assistive and Adaptative Technology in the Classroom and the Workplace.

H.20 Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the CWES contract manager.

- H.20.1 Identification and response shall be captured in written communication.
- H.20.2 Corrective actions shall be agreed upon by both parties.
- H.20.3 Corrective actions shall be implemented as soon as deemed possible by both parties.
- H.20.4 Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement.

H.21 Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Conduct Learning Disability screenings using the state-approved Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Needs [initial Appraisal activity] or the WTW 18, Learning Needs Screening Tool [post Appraisal].

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I.2 Review with CWES customers whether they have previously been determined to have a Learning Disability; for example, by a school district or the Department of Vocational Rehabilitation.

I.3 Interview CWES customers with Limited English Proficiency (LEP) to determine the need for a Learning Disability evaluation.

I.4 Refer CWES customers who have indicators of a potential Learning Disability and want an evaluation to CONTRACTOR by creating a 'Need' in CalSAWS and completing and sending the **CSF 136 Referral Form (EXHIBIT F)** via secure email.

I.5 Respond promptly to calls from the CONTRACTOR and provide additional information requested by the CONTRACTOR when there is a Release of Confidential Information (ABCDM 228) form signed by the customer that permits sharing of such information.

I.6 Forward Authorization to Release Medical Information (CW 61) forms signed by a customer to CONTRACTOR for determination of whether the customer should be exempt from WTW participation or has restrictions on their participation.

I.7 Receive and review Learning Disability Evaluations and Accommodations Reports, including the CO 205 form from the CONTRACTOR.

I.8 Work with CWES customers, WTW service providers, and employers to implement the reasonable accommodations recommended in Learning Disability Evaluations.

I.9 Provide supportive services, when needed, to implement learning disability accommodations (as allowed by law, regulation, and policy).

I.10 Use information from Learning Disability Evaluations in helping customers determine career goals to use in the development of WTW Plans.

I.11 Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. REPORTING INSTRUCTIONS & SUBMISSION:

K.1 The CONTRACTOR shall:

K.1.1 Maintain an ongoing and accurate service provider's **LD Evaluation Monthly Detailed Service Report** (**EXHIBIT G-1**) that includes (in this order) CalSAWS CIN Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Referral Received Date, Referral Reason, Date

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of 1st Appointment, Attendance for 1st Appointment, LD Report Date, Service Amount, Status, Service Outcome, and Exit Survey Completion.

K.1.1.a Provide a current electronic copy of the service provider's **LD Evaluation Monthly Detailed Service Report (EXHIBIT G-1)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **LD Evaluation Monthly Detailed Service Report (EXHIBIT G-1)** via secure email within two (2) days of receiving a request from CWES.

K.1.2 Complete a **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** which includes (in this order) CalSAWS CIN Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Date of Referral (CSF 136), Tutoring Service Dates and Hours, Tutoring Service End Date, and Service Outcome/Progress Notes.

K.1.2.a Update the status fields of the **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** at least once every thirty (30) days for all customers.

K.1.2.b Provide a current electronic copy of the service provider's **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **Monthly Tutoring Detailed Service Report (EXHIBIT G-2)** via secure email within two (2) days of receiving a request from CWES.

K.1.3 Complete a **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** which includes (in this order) Lab Date, Tutor Name, Referral Date, Number of Service Hours, Number of Customers Served, and Notes.

K.1.3.a Provide a current electronic copy of the service provider's **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** to the COUNTY Contract Manager monthly with regular invoicing using secure email by the 10th of each month. In addition, provide a current electronic copy of the service provider's **Monthly Lab Tutoring Data Report (EXHIBIT G-3)** via secure email within two (2) days of receiving a request from CWES.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **EXHIBIT B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is ***six hundred sixty thousand dollars ($660,000.00)*** over the course of the contract term.

L.2.1 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of **EXHIBIT D, Invoice**.

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L.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***six hundred sixty thousand dollars ($660,000.00)*****,** per **EXHIBITS C-1, C-2, and C-3, Budgets,** for the period of July 1, 2026, through June 30, 2029.

L.3.1 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2026 – June 30, 2027, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.3.2 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2027 – June 30, 2028, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.3.3 The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2028 – June 30, 2029, shall not exceed ***two hundred twenty thousand dollars ($220,000.00).***

L.4 CONTRACTOR shall submit signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **EXHIBIT D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027, July 10, 2028, and July 10, 2029*.

L.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, Exhibit D-2** and **Exhibit D-3**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3**. Only the costs listed in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2** and **Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dr. Joan Smith** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT C-1

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 26/27 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 27/28 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Learning Time, Inc.

CATEGORY	Anticipated Monthly Expense	Total FY 28/29 Expense
LD Testing & Evaluations		
LD Evaluations	$6,500.00	$78,000.00
Administrative Support & Staff	$1,791.67	$21,500.00
No Shows	$145.83	$1,750.00
Total Testing & Evaluations:	**$8,437.50**	**$101,250.00**
LD Tutoring & Advocacy		
Academic AAC - Lab	$6,825.00	$81,900.00
AAC - Tutoring	$2,600.00	$31,200.00
LD Materials	$257.50	$3,090.00
Advocacy	$213.33	$2,560.00
Total Tutoring & Advocacy:	**$9,895.83**	**$118,750.00**
Total Costs:	**$18,333.33**	**$220,000.00**

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EXHIBITI D-1

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2026-2027**

Invoice : LD-2627-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

EXHBITI D-2

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2027-2028**

Invoice : LD-2728-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDDE0D83C

Learning Time, Inc.
14401 Roland Canyon Road; Salinas, CA 93908
FEIN #: 94-1729075

Invoice Month Of: | **FY 2028-2029**

Invoice : LD-2829-XX | **Date:**

Unit Type	Expense This Period	Approved Budget	YTD Expenses	Contract Balance
LD Testing & Evaluations	$0.00	$101,250.00	$ -	$101,250.00
LD Evaluations		$78,000.00	$ -	$78,000.00
Administrative Support & Staff		$21,500.00	$ -	$21,500.00
No Shows		$1,750.00	$ -	$1,750.00
LD Tutoring & Advocacy	$0.00	$118,750.00	$ -	$118,750.00
Academic AAC - Lab		$81,900.00	$ -	$81,900.00
AAC - Tutoring		$31,200.00	$ -	$31,200.00
LD Materials		$3,090.00	$ -	$3,090.00
Advocacy		$2,560.00	$ -	$2,560.00
Total	$0.00	$220,000.00	$ -	$220,000.00

Vendor #: CV000002187
PO #: 5010
Please remit Electronic Fund Transfer (EFT) payment to Learning Time, Inc.

Signature: _____ _____
Contractor Signature Date:

Approved for Payment:

Signature: _____ _____
DSS Contract Manager Date:

EXHIBIT E

Monterey County Department of Social Services **CalWORKs Employment Services EAP Program**

CO 205 LD Response to Referral for LD Assessment

CWES Worker Name: CWES Worker Phone/Email	One-Stop Location: **<<Select>>**	Today's Date:
Customer Name:	Case #	Weekly WTW Hours of Participation **<<Select>>**
WTW 24 Months Remaining:	CW 48 Months Remaining:	
Date of LD Evaluation:	LD Evaluator: Dr. Joan Smith, Ph.D. (831) 484-0994	

Current WTW Activities and Employment Goal(s):

LEARNING DISABILITY EVALUATOR USE ONLY	**Start date** (first day of month)	**End date** (last day of month)
☐ **No Exemption**: Customer does not have an LD and does not need accommodations. Customer may benefit from recommended activities or services below if applicable.		
☐ **No Exemption**: Customer is able to fully participate in WTW activities with the LD accommodations as noted in the LD Report. See recommended activities below if applicable.		
☐ **No Exemption**: Customer's LD will not interfere with their current WTW Activities of (describe current activity here) with LD accommodations as noted in the LD Report. See recommended activities and services below if applicable.		
☐ **Exemption-with Voluntary WTW Participation:** Customer is not able to fully participate in WTW or LD activities but wishes and is able to participate in some WTW/Employment Activities (fewer hours than required by WTW) REQUIRES a CW 61 A and LD Report. Customer must be seeking treatment, see recommended activities below.		
☐ **Exemption:** Customer must participate in LD Treatment Services and is NOT able or required to participate in ANY WTW/Employment Activities. REQUIRES a CW 61 and LD report. Customer must be seeking treatment, see recommended activities below.		

SEE NEXT PAGE FOR TREATMENT AND/OR WTW PLAN ACTIVITIES

Note: Exemptions can be authorized *for **1, 2 or 3 months*** at a time; however, they are always given in monthly increments. Customer must be participating in all activities or the exemption will be revoked.

Comments:

Date of next review: _____

THREE WAY MEETINGS

A Three-Way Meeting between the LD Evaluator, CWES Case Manager and Customer may be held to develop an activity plan that supports the customer's efforts toward their health, safety and employment goals. The structure of the meeting is as follows:

i. Review the number of months remaining on the customer's time clock.
ii. Review the barriers that prevent the customer from obtaining self sufficiency.
iii. Determine the appropriate assessment response.
iv. Assign activities to assist the customer in reaching their treatment and employment goals.

EXHIBIT E

Prioritize	Activity/ Provider	Specific Directions from Dr. Smith	Hours per week	Start date (first day of month)	End date (last day of month)
☐	Accommodations for WOWI assessment				
☐	Obtain vision evaluation and assistance in obtaining glasses if needed	Medical Provider TBD by Customer			
☐	Obtain hearing evaluation and assistance.	Medical Provider TBD by Customer			
☐	Obtain medical assistance for ADD/HD.	Medical Provider TBD by Customer			
☐	Obtain medical services Neurological Referral	Medical Provider TBD by Customer			
☐	Obtain mental health services for counseling support.	Behavioral Health			
☐	Obtain San Andreas Regional Center for evaluation of developmental disability.	Request release-of-information to obtain school records			
☐	Obtain Department of Vocational Rehabilitation for job training and job development assessment and counseling.				
☐	Obtain Pride on-job training and supervised employment.				
☐	Obtain registration in MPC Support Services Program				
☐	Referral for permanent disability SSI. Customer IQ score is 59 or lower **OR** between IQ is between 60-70 AND customer has additional evidence of another condition that prevents him/her from working.				
☐					

Select all that apply

These activities were reviewed with:

☐ CWES Case Manager Date:
☐ Customer Date:
☐ Other: Date:

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EXHIBIT F

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

COUNTY OF MONTEREY

Date: 07/01/2026
Case Name: SAMPLE Q. CUSTOMER
Case Number: 0123456
Worker Name: Casie Manager
Worker ID: 27ES029999
Worker Phone Number: (831) 755-9999

Service Referral

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

SAMPLE Q. CUSTOMER
456 E MAIN ST
SALINAS, CA 93901-4554

Customer Name: SAMPLE Q. CUSTOMER
Need Category: LD Accommodations
Need Type: Limited Disability - Accommodations
Need Description: LD Referral for Customer

Provider and address:
Learning Time, Inc.
730 LA GUARDIA ST
SALINAS, CA 93905-3354

Children	Age
Minime Customer	4

Comments:

1. Custome's CIN #: 79570153F 2. Learning Needs Screening Score: 5
3. Home/Cell Phone: 831-555-4466 Customer's email: totallyfakeemail@noplace.org
4. Customer's DOB: 10/31/1991 Customer's Gender: Female Customer's Language: English
5. Weekly WTW Participation Hours: 22 6. Long Term Employment Goal: office job
7. Academic Achievement Coaching Need: Tutoring Describe: does not have GED/HSD, enrolled at Salinas Adult School
8. Comments: Customer is bilingual Spanish/English

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Evaluation Monthly Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Referral Reason	Date of 1st Appt	Attended 1st Appt (Yes/No)	LD Report Date	Service Amount	Monthly Status	Service Outcome	Exit Survey Completed (Yes/No/NA)
12345678Z	*123456*	*Sample*	*Customer*	*7/1/2026*	*LD Evaluation - English*	*7/7/2026*	*Yes*	*########*	*$ 1,080.00*	*Active*	*Diagnosed with Learning Disability - Initiate Treatement Plan*	

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Tutoring Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Service Dates/Hours	Service End Date	Service Outcome
12345678Z	*123456*	*Sample*	*Customer*	*7/1/2026*	*7/6 - 1.5hr; 7/8 - 1 hr*		*Making Satisfactory progress; requires 30 more credits to graduate with HSD*

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Tutoring Detailed Service Report

CIN Number	CalSAWS Case Number	Customer Last Name	Customer First Name	Date of Referral	Service Dates/Hours	Service End Date	Service Outcome

Docusign Envelope ID: D5048F0E-64E7-8FF7-81C8-ED2DDE0D83C

MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

Period of Service	From	To

Learning Disabilities Monthly Lab Tutoring Data Report

Lab Date	Tutor Name	Referral Date	Number of Service Hours	Number of Customers Served	Special Notes
8/10/2026	*Anne ExcellentTutor*	*7/1/2026*	*3.00*	*4*	*Class had 4 students; 2 HSE, 1 PennFoster, 1 college*

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Learning Time Inc.

DocuSigned by:

By: Dr. Joan Smith
85B8255416B54B9...

Title: Director

Date: 5/19/2026 | 7:12 PM EDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Dr. Joan Smith
95B8255416B54B9...
Signature

Director
Title

Learning Time Inc.
Agency/Organization

5/19/2026 | 7:12 PM EDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit H-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Dr. Joan Smith
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(signature of authorized representative)

5/19/2026 | 7:12 PM EDT
(date)

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LEARNING TIME INC
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

COVER SHEET

1. Monterey County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions

2. **Program Name:** Psychiatric Inpatient Concurrent Review ("PICR") (the "Program").

3. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

4. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2026, through June 30, 2028.

5. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A marked "Program Description, Funding and Fees," Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month. Participant will certify the invoice, either in the requested amount or in such other amount as the Participant 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. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed **$447,888** for the stated services during the term of the Agreement.

7. **Authorized Signatures:**

CalMHSA

Signed:_____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date:_____

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Participant: Monterey County

Signed: Signed by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel Date: 4/9/2026 | 2:48 PM PDT

Signed: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Name (Printed): Patricia Ruiz

Title: Auditor-Controller Date: 4/9/2026 | 4:00 PM PDT

Signed: Name (Printed):

Title: Director of Health Date:

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Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. Name of Program: Psychiatric Inpatient Concurrent Review ("PICR")

II. Program Overview:

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notice ("BHIN") 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with BHINs 19-026, 22-017, 26-001, 26-002 (and any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Tittle 42 of the CFR, part 438.910).

Services

CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health, LLC (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly MEDS Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication practices may vary, as agreed upon, to accommodate the operational needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized.

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III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2026 – 06/30/2028	$168

Notes:

1. Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2026 – 06/30/2028	$447,888

Notes:

The NTE is generally determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this Agreement.

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Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

E. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the fiscal and administrative agent for the Program.
2. Invoice and collect funds from Participant for the Program.
3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.

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2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Participant is responsible for tracking its own utilization and must request a contract maximum increase, if needed. If the not-to-exceed ("NTE") is exceeded, Participant agrees to amend this Agreement to increase the NTE and add additional funding.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within thirty (30) calendar days of any such changes made to Participant.
5. Provide feedback on Program performance, which shall include completing Acentra's Annual MHP Survey.
6. Participant shall timely notify CalMHSA of any staffing or contact changes that impact program communications, including changes to designated points of contact or key program staff, to ensure appropriate stakeholders receive all program-related updates.
7. Participant acknowledges that, in addition to CalMHSA's monthly vendor audits, the DHCS contracts with behavioral health plans ("BHPs") requires Participant to conduct independent monitoring of vendor activities. Participant shall maintain written policies and procedures describing its monitoring process, consistent with DHCS requirements, which require that a monitoring process be in place but do not prescribe a specific monitoring methodology.
8. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2026, and continue through June 30, 2028, unless earlier terminated or extended as provided below.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon three (3) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

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C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. “Program Funding”.

B. Payment Terms

1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III “Service Fee”.
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests (“TARs”) completed during that month.
4. The Participant’s per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed Treatment Authorization Request (“TAR”) is completed.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Fees.

VI. Uptime and Support

A. Contractor’s help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.

B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor’s control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and

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against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. **No Responsibility for Mental Health Services**. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services pursuant to this Agreement.

IX. **Notice.** All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors
Position: Director of Contract Management & Legal Counsel
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org
CC Email to Name: Randall Keen, Manatt
Email: RKeen@manatt.com

If to Participant:

Name: Melanie Rhodes
Position: Behavioral Health Director
Address: 1270 Natividad Rd., Salinas CA 93906
Telephone: (831) 796-1742
Email: RhodesM@countyofmonterey.gov
CC Email to Name: Fabricio Chombo
Email: ChomboF@countyofmonterey.gov

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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 **OLIVE CREST** (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: **Olive Crest 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 **January 1, 2026** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

   e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

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X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

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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 Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Tina Chang, LMFT Regional Programs Director 2130 E. Fourth Street Santa Ana, CA 92705 (714) 543-5437 x. 1128

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Elsa M. Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...

County Counsel

Date: 5/15/2026

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor-Controller's Office

Date: 5/18/2026

Reviewed as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

CONTRACTOR

OLIVE CREST

CONTRACTOR NAME

Contractor's Business Name *

By: Signed by: Donald Verleur 0C991377AF9A400...

(Signature of Chair, President, or Vice-President) *

Donald Verleur, CEO

Name and Title

Date: 5/14/2026

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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SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Olive Crest
2130 E. Fourth Street
Santa Ana, CA 92705
Phone: (714) 543.5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
d. Child/youth develop effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

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C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

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d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.
   i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.

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ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

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 **three (3)** youth for fiscal year (FY) 25-26 and **four (4)** youth for fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2025-2026 ***(January 1, 2026 – June 30, 2026)***

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,080
Physician Assistant			0
Nurse Practitioner			2,160
RN			0
Certified Nurse Specialist			0
LVN			0
Pharmacist			0
Licensed Psychiatric Technician			1,080
Psychologist/Pre-licensed Psychologist			0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,280
Occupational Therapist			0
Mental Health Rehab Specialist			10,800
Medical Assistant			0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			10,800
Peer Support			4,320
Total Units for FY25-26			**47,520**

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Fiscal Year (FY) 2026-2027

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	2,880
Physician Assistant			0
Nurse Practitioner			5,760
RN			0
Certified Nurse Specialist			0
LVN			0
Pharmacist			0
Licensed Psychiatric Technician			2,880
Psychologist/Pre-licensed Psychologist			0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			46,080
Occupational Therapist			0
Mental Health Rehab Specialist			28,800
Medical Assistant			0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			28,800
Peer Support			11,520
Total Units for FY26-27			**126,720**

Services shall be coded under Avatar program Name/Code

	Address	Code
Richmond	**20025 Vista Del Lago St. A, Perris, CA 92570**	**TBD**
Lyon	**20025 Vista Del Lago St. B, Perris, CA 92570**	**TBD**
Forecast	**20051 Vista Del Lago St. A, Perris, CA 92570**	**TBD**
Beazer	**20025 Vista Del Lago St. B, Perris, CA 92570**	**TBD**
Hope Refuge	**2504 Refugio Rd., Goleta, CA 93117**	**TBD**
Wheeler	**159 N. Wheeler St., Orange, CA 92869**	**TBD**
Malena	**13442 Malena Dr., Santa Ana, CA 92705**	**TBD**
Saylor	**19356 Saylor Tr., Santa Ana, CA 92705**	**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.

D. 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
Richmond	**20025 Vista Del Lago St. A, Perris, CA 92570**

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Lyon	**20025 Vista Del Lago St. B, Perris, CA 92570**
Forecast	**20051 Vista Del Lago St. A, Perris, CA 92570**
Beazer	**20051 Vista Del Lago St. B, Perris, CA 92570**
Hope Refuge	**2504 Refugio Rd., Goleta, CA 93117**
Wheeler	**159 N. Wheeler St., Orange, CA 92869**
Malena	**13442 Malena Dr., Santa Ana, CA 92705**
Saylor	**19356 Saylor Tr., Santa Ana, CA 92705**

E. 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 **three (3)** eligible residents for Fiscal Year (FY) 2025-2026 and **four (4)** eligible residents of Monterey County for Fiscal Year 2026-2027. 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	3
2026-2027	4

G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:

Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

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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):

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

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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.

M. DESIGNATED CONTRACT MONITOR
Rachelle S. Hodel
Behavioral Health Services Manager II
Monterey County Health Department / Behavioral Health Bureau
1870 N. Main Street
Salinas, CA 93901
(831) 682-5125

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

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guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

    a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

    b. The client has at least one of the following:

        a. A significant impairment,

        b. A reasonable probability of significant deterioration in an important area of life functioning,

        c. A reasonable probability of not progressing developmentally as appropriate, or
        d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
        e. The client's condition listed above is due to one of the following:

            a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental 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:

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i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or
iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

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3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

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b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. 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

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1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

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.

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F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

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:

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https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

V. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- 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

Provisional 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 **$694,544** *(rounded to the nearest dollar)* for **FY 2025-2027***)*:

Fiscal Year (FY) 2025-26 ***(January 1, 2026 – June 30, 2026)***					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,080	$15.83	$17,096
Physician Assistant			0	0	$0
Nurse Practitioner			2,160	$7.87	$16,999
RN			0	0	$0
Certified Nurse Specialist			0	0	$0
LVN			0	0	$0
Pharmacist			0	0	$0
Licensed Psychiatric Technician			1,080	$2.90	$3,132
Psychologist/Pre-licensed Psychologist			0	$0	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,280	$4.12	$71,194
Occupational Therapist			0	0	$0
Mental Health Rehab Specialist			10,800	$3.10	$33,480

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Medical Assistant			0	0	$0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			10,800	$3.10	$33,480
Peer Support			4,320	$3.25	$14,040
Total Maximum Amount FY 2025-26					**$189,421**

Fiscal Year (FY) 2026-27					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	2,880	$15.83	$45,590
Physician Assistant			0	$0	$0
Nurse Practitioner			5,760	$7.87	$45,331
RN			0	$0	$0
Certified Nurse Specialist			0	$0	$0
LVN			0	$0	$0
Pharmacist			0	$0	$0
Licensed Psychiatric Technician			2,880	$2.90	$8,352
Psychologist/Pre-licensed Psychologist			0	$0	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			46,080	$4.12	$189,850
Occupational Therapist			0	$0	$0
Mental Health Rehab Specialist			28,800	$3.10	$89,280
Medical Assistant			0	$0	$0
Other Qualified Providers – Other Designated MH Staff that Bill Medical			28,800	$3.10	$89,280
Peer Support			11,520	$3.25	$37,440
Total Maximum Amount FY 2026-27					**$505,123**

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.

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CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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:

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E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$694,544** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
January 1, 2026 – June 30, 2026	$189,421
July 1, 2026 – June 30, 2027	$505,123
TOTAL MAXIMUM COUNTY OBLIGATION:	**$694,544**

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C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

B. 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.

C. 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.

D. 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.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

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of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

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I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

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H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

	OLIVE CREST
	Business Name of Contractor
Signed by: Donald Verleur 0C991377AF9A400...	**DONALD VERLEUR**
Signature of Authorized Representative	Name of Authorized Representative (printed)
5/14/2026	Chief Executive Officer
Date	Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons.

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	OLIVE CREST	
Name of Designee	Donal Verleur	
Title of Designee	Chief Executive Officer	
Street: 2130 E. Fourth Street		
City: Santa Ana	State: CA	Zip: 92705
IRS Employer Identification Number	952877102	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by:
Donald Verleur
0C991377AF9A400...

CEO

Signature & Title of Contractor Date 5/14/2026

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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.

	OLIVE CREST
	Contractor (Organization Name)
Signed by: Donald Verleur 0C991377AF9A400...	**DONALD VERLEUR**
Signature of Authorized Representative	Name of Authorized Representative
5/14/2026	Chief Executive Officer
Date	Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **January 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **OLIVE CREST** ("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.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R.

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§ 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 of any instances of which such person is aware that the confidentiality of the information has been

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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 and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may

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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, the PHI in its possession and retain no copies, including backup copies;

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(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 preempted by HIPAA.

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(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 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

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(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:

Olive Crest.
Attn: Donald Verleur
2130 E Fourth Street
Santa Ana, CA 92705
Phone (714) 543.5437

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: Donald Verleur 0C99137ZAF9A400...	By:
Print Name: **Donald Verleur**	Print Name: **Elsa M. Jimenez**
Print Title: Chief Executive Officer	Print Title: Director of Health Services
Date: 5/14/2026	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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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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ATTACHEMENT B

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 **EXAMPLE: DAVIS GUEST HOME, INC.** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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ATTACHEMENT B

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: **List Services.** __ _____

III. EXHIBITS

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

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT 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 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 _____ and shall remain in effect until _____.

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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.

VIII. PROGRAM INTEGRITY

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ATTACHEMENT B

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

   e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

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A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

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a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

b. They consider the needs of the clients;

c. They are adopted in consultation with contracting health care professionals; and

d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

a. Complete written description of event including outcome;

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

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

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

J. Client Informing Materials

1. Basic Information Requirements

a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

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v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with

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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.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

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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 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

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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 authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. BUDGET

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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 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,

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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.

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;

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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 notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XX. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
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

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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. 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.

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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 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

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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 Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	EXAMPLE: Lonny G. Davis President Davis Guest Home, Inc. 1878 East Hatch Road Modesto, CA 95351 (209) 538-1496

(The remainder of this page is left intentionally blank)

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ATTACHEMENT B

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____ Department Head	_____ **CONTRACTOR NAME** Contractor's Business Name *
Date: _____	By: _____ (Signature of Chair, President, or Vice-President) *
Approved as to Form [1]	_____ Name and Title
By: _____ County Counsel	Date: _____
Date: _____	
Approved as to Fiscal Provisions[2]	
By: _____ Auditor-Controller's Office	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: _____	_____ Name and Title
Reviewed as to Liability Provisions[3]	Date: _____
By: _____ Risk Management	
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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ATTACHMENT A		
PROVIDER	**CONTRACT TERM**	**CONTRACT NOT TO EXCEED AMOUNT**
Changing Faces	July 1, 2026 - June 30, 2027	$74,808
Core Conditions	July 1, 2026 - June 30, 2027	$708,230
DN Associates	July 1, 2026 - June 30, 2027	$708,230
Elite Family Services	July 1, 2026 - June 30, 2027	$287,645
Michigan House	July 1, 2026 - June 30, 2027	$190,638
Summitview	July 1, 2026 - June 30, 2027	$115,732
Total:		**$2,085,283**

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PURPOSE

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Relias ("CONTRACTOR") shall provide to Monterey County Health Department Behavioral Health Bureau ("COUNTY") a licensed web-based learning management platform system related to mental health and substance use treatment specific to California laws and regulations and Medi-Cal requirements. This system provides continuing education for Behavioral Health staff and providers, tracks enrollment and attendance for live courses, and auto populates certificates of attendance and continuing education. The purpose of the platform is to reduce training costs, increase productivity, strengthen compliance, mitigate risk, and improve service quality among healthcare professionals

II. PERIOD OF PERFORMANCE

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **July 1, 2026 to June 30, 2029**.

III. SCOPE OF SERVICES

Relias Platform features Scalable and modular architecture, Intuitive, web-based, secure cloud design, and SCORM compatibility. The platform provides both an Administrator and Learner Experience.

A. IMPLEMENTATION PREMIER

1. Overview

Subscription start date of July 1, 2026. The CONTRACTOR will perform the Professional Services as described in this Scope of Services

2. Project Scope

CONTRACTOR will provide the Professional Services for the implementation and set-up of the COUNTY's Relias Platform Site ("Project").

The Professional Services detailed in Section 3 may require additional scoping prior to the commencement of the Project to fully understand the COUNTY's technical requirements as the scope was developed based on details shared by the COUNTY prior to the Agreement effective date.

The Project Scope assumes a single implementation of all of the COUNTY's locations in the Project Scope. If the COUNTY desires to implement the Project in phased rollouts of each COUNTY location, additional fees may be assessed if the phased rollouts significantly impact the timeline of the Project. Any such changes to the Project will be discussed by both Parties and the changes will be reflected in a amendment as defined by the Section V Payment Provisions.

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2. Project Plan

A. Project Management

At the initiation of the Project, CONTRACTOR shall assign a dedicated Professional Services Implementation Consultant ("IC") to serve as the Project Manager and primary point of contact for the COUNTY'S appointed Client liaison ("Client Liaison") throughout the entire Project.

The IC will prepare an estimated timeline for the Project. Client Liaison and the IC will jointly review and agree upon the timeline, including deliverables and requirements from CONTRACTOR and/or the COUNTY to meet the Project timeline.

With an emphasis on efficiency and long-term Client success, the Relias Implementation methodology has streamlined the process into the following Phases. All Projects will be implemented concurrently.

B. Project Phases: Technical Implementation of Relias Platform

(1) Design: Pre-Work, Overview, & Kick Off

- Upon initiation of the Project, the IC will provide a template to the Client Liaison which will include required information for the configuration and set up of the Site ("Business Requirements Form").
- The IC will contact the Client Liaison to make introductions and organize Kickoff call.
- The IC will set up the Client Liaison and/or other Client Administrators in the Site.
- Draft a detailed Project Plan and/or timeline with key tasks and milestones.

On the **Project Kickoff** call the IC will review:

- Agreement highlights and project goals with the key stakeholders identified by Client Liaison.
- The Project Plan / Timeline - modifications are made with the intent to gain agreement on the plan.
- A review of the Business Requirements Document
- An introduction to the Client's Relias Site for Learning.
- The User bulk load process, and User bulk load spreadsheet.
- Organizational hierarchy layout and alignment needed to achieve the enrollment and reporting requirements.
- Discuss Amendment process, expectations, and constraints of process.

(2) Develop: Development & Configure

Upon agreement of the Parties to the Business Requirements Document, IC will set up the Client's Site(s) as follows:

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In Scope?	Item	Description	Work in Scope
Y	Initial User Data Import and Transformation	• Import Client's User data using the Relias bulk upload process • Adjust Client's User Data to conform to the Relias User Import Template	Adjustment of Client User Data formatting to conform to the Relias User Import Template and initial Import into Client Relias Platform Site. Perform testing and a quality check to ensure that all data is successfully imported into the Site.
Y	Hierarchy	The Hierarchy is a tool that allows you to organize and manage the reporting structure of your organization in the Relias Platform. The Hierarchy dictates which users Supervisors can access and receive training alert emails for.	Build the Hierarchy within the Site based on Client's organizational reporting structure requirements.
Y	Training Plans	A training plan is a grouping of one or more modules that can be assigned to Users. They have various configurations such as start dates, acceptance windows, and recurrences	Configure up to 20 Training Plans for each of Client's Org IDs based on Client's requirements.
Y	Auto-Enrollments	Auto enrollment profiles are a Relias recommended best practice. This sets certain parameters by which users are automatically enrolled or unenrolled.	Configure up to 5 Auto Enrollments profiles for each Training Plan within the Project Scope.
Y	Saved Reports	Client's Site includes a set of standard reports. The functionality to save a report creates an easier process to track compliance of your staff. Commonly run reports can be saved and accessed with one	Configure up to 10 Saved Reports

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		click once you have logged in to the Relias Platform.	
Y	Automated Reports	For any report that is saved, it can be scheduled to automatically be sent to a designated email address and others via a weekly or monthly email	Configure up to 10 Automated Reports and their distribution list
Y	Client Created Courses	Client created courses (pptx. docx, pdf) that cover client specific topics.	Import up to 40 client created courses and exams into the Site.

A. Historical Data Upload

a) CONTRACTOR will import historical completion data for up to 100,000 Completions.
b) COUNTY will provide CONTRACTOR with the historical data to upload into COUNTY's Relias site.
c) CONTRACTOR shall review data for errors and communicate adjustments needed with the COUNTY.
d) After any adjustments and agreement by the Parties that the testing is complete, CONTRACTOR will complete the upload historical data into COUNTY's Site.
e) CONTRACTOR will quality check and review with COUNTY to ensure accuracy and completion.

3. Testing

(a) COUNTY is responsible for reviewing and testing all work, configuration, development and deliverables under this SOW and Business Requirements Document pursuant to acceptance criteria or testing plans mutually agreed upon by the Parties.
(b) COUNTY will provide CONTRACTOR with written notification (via email) of acceptance of each deliverable within five (5) business days upon acceptance; however, failure to reject a deliverable after said five day period shall be deemed acceptance.
(c) If COUNTY, in its reasonable and good faith judgment, determines that any submitted deliverable does not satisfy the agreed-upon acceptance criteria as specified in this SOW or Business Requirements Document, COUNTY shall notify CONTRACTOR in writing within 10 business days after CONTRACTOR's submission of the deliverable, together with explanation of any deficiencies.
(d) CONTRACTOR will use commercially reasonable efforts to correct such deficiencies and resubmit the deliverable to the COUNTY as soon as practicable. COUNTY will review and test the deliverable against the agreed-upon acceptance

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criteria and detail any deficiencies to CONTRACTOR in writing within 10 business days after resubmission of the deliverable.

(e) If the Parties determine that a deliverable's functional requirements specified in this SOW or Business Requirements Document require modification (for example, due to incorrect assumptions or changed requirements), the Parties will cooperate in good faith to execute a Amendment for such revised requirements.

(f) COUNTY remains responsible for final configuration of its Site and compliance with its policies. COUNTY shall also remain responsible for compliance with State and Federal regulatory policies, and Relias does not warrant continuing compliance with State regulatory policy.

4. Training

(1) During this phase, the IC will conduct training calls with the COUNTY. CONTRACTOR uses a remote, train-the-trainer model so that the COUNTY can involve as many administrative Users in the process as they would like. After completion of the series of trainings, the COUNTY will be able to administer the Relias site for Learning to their User base.

(2) The IC will furnish training materials the COUNTY can use to train and these resources remain available, so the COUNTY will have them for new staff joining its organization.

(3) The Go Live plan will cover how and when the Relias site for Learning will be rolled out to COUNTY's Users and will include templates for welcome letters and other documents to help ensure a smooth rollout.

5. Out of Scope Exclusions

Based on the CONTRACTOR's current understanding of COUNTY's requirements, the following tasks are out of scope, and will not be executed as part of this project (additional Scopes of Work may be created to cover future initiatives).

Unless specifically provided for in the Project Plan, this SOW does not include the following services:

a. Web Services/API

b. Single Sign On

c. Consulting Services

d. Managed Services

e. Company building of Client Competency Evaluations

This SOW includes only those services and deliverables provided by CONTRACTOR to COUNTY, and does not include and third party services, licenses, or fees. COUNTY acknowledges they are solely responsible for any third-party fees associated with COUNTY's use or integration of the Services.

6. Scope, Assumptions, and Risks

A. COUNTY will timely resolve technical obstacles within COUNTY's control.

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B. All Professional Services are provided through remote access unless specifically contracted for on-site work.

C. Estimates in this SOW assume that COUNTY personnel with appropriate technical knowledge and administrative access to COUNTY systems are available to work with IC throughout the project.

D. IC will have reasonable access to the appropriate people and resources required to complete the contemplated work.

E. Unknown risks: Until Design is complete, there may be other unknown requirements of design, complexity, and workflow. There may be unanticipated risks due to limited information available from scoping meetings to create the estimate.

F. COUNTY acknowledges that any custom functionality delivered under this SOW is not guaranteed to be compatible with future software versions and that an upgrade of such functionality to a future version of software may require additional fees under a new SOW.

G. COUNTY acknowledges that the estimates in this SOW assume that the key COUNTY personnel involved in the development and negotiation of this SOW will continue to work with the IC through the end of the SOW. If key COUNTY personnel change before the completion of the SOW, then CONTRACTOR reserves the right to charge additional fees for any additional meetings, trainings, or an increase in total hours.

7. COUNTY Responsibilities

COUNTY understands that the success of this Project is a collaborative effort and includes certain actions, which are not under the CONTRACTOR's control. In addition to any other responsibilities or duties described in this proposal, below is a list of COUNTY Responsibilities that if not performed or prove to be incorrect or untrue, may impact the project schedule, fees, and expenses, deliverables, or level of effort required and result in delays to the project and increased cost to the COUNTY.

A. COUNTY will designate a Client Liaison (listed below):

Name: LeeAnn Jones, LCSW
Title: Training & Workforce Development Manager
Email: JonesL3@countyofmonterey.gov
Phone: (831)755-4321

B. The Client Liaison will be the primary point of contact for the IC to work with and designate any other persons needed to complete the project in a reasonable and timely manner. The Client Liaison will make all necessary and reasonable efforts to make themselves available for meetings and other jointly scheduled events.

C. Client Liaison will possess appropriate skills, have access to all necessary Client resources, and provide all needed documents and information to the IC in a timely manner.

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D. Client Liaison will provide timely responses to requests and questions in order to keep the project moving. If the Client Liaison is unable to respond for 30 days, Relias reserves the right to close the project until appropriate resources can be obtained. After the project is closed, technical resources will be reassigned and unavailable to the COUNTY.

8. Change Control Procedure

In the event the parties determine that the Scope of Work requires significant modification, the party that identifies the need for a change will notify the other party in writing. CONTRACTOR will then prepare a Change Order outlining any assumptions, fees associated with the additional Professional Services, and impacts on the Project Plan. Any modification of any material term of this SOW (such as change in Scope or change in fees) will not be binding except in a fully executed amendment to this agreement.

B. Training Delivery Platform/LMS

1. Administrator's Experience

   Facilitates simplified assignment, monitoring, and reporting of staff training

   - Capabilities:
     - Assignment of all training types (online, compliance, live, custom)
     - Progress tracking for all staff
     - Creation of organizational and individualized training plans
     - Due date assignment with alerts for upcoming and overdue training
     - Uploading Custom content
   - Tools Included:
     - Reporting functionality
     - Real-time dashboards
     - License and certification tracking

2. Learner Experience

   Enhances learner engagement and promotes continuous professional development

   - Features:
     - Cross-device accessibility to increase employee engagement
     - Multi-modal course delivery for varied learning approaches
     - Automated post-training reinforcement tools (BrainSparks©)
   - Tools Included:
     - License and certification tracking
     - Mobile application access
     - Gamification elements

3. User Roles
   - Hierarchical role-based access controls:
     - Administrators: Full system permissions (Learning, User, Enrollment, and Report Management)
     - Instructors: Complete Learning Management and Enrollment Management permissions

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  - Supervisors: Limited User Management with full Enrollment and Report Management for subordinate users
  - Learners: Course access and transcript viewing rights
- Organizational hierarchy implementation reflecting client company structure
- Automated notification system based on hierarchical relationships
- Unlimited users at each hierarchy level with single-level assignment per user

4. Content Library

   Library may be updated, including the addition of new modules and archiving of existing modules. The Relias solution enables organizations to:

   - Access a broad selection of courses
   - Orient employees quickly and easily
   - Enhance remote staff access to training
   - Streamline course tracking, management and reporting
   - Meet accreditation and regulatory requirements
   - Standardized competency tracking
   - Track license renewals and provide Continuing Education

5. Behavioral Health Content Library

   Provides mental health and substance use clinicians, clinical supervisors, paraprofessionals, and other staff a wide array of course topics in their specialty area.

   - Evidence-based treatment practices
   - Trauma-informed care
   - Suicide prevention
   - Substance use treatment
   - Paraprofessional staff and peer support
   - Licensed mental health clinicians

IV. DESIGNATED CONTRACT MONITOR

LeeAnn Jones
Training and Workforce Development Manager
1611 Bunker Hill Way Suite 120, Salinas, CA 93901
(831) 755-7321

V. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

CONTRACTOR's compensation for services rendered shall be based on the following fee schedule:

Services FYs 2026-29	Quantity	Rate	Total Amount
One Time Implementation Premier Fee	1	$ 10,000.00	$ 10,000.00

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One Time Historical Data Fee	1	$3250.00	$	3,250.00
Subscription Service: BCH Solutions- Behavioral Health Services (750 users/year)	2,250	$74.24	$	167,040.00
		TOTAL	$	180,290.00

B. PAYMENT CONDITIONS

A. The Contractor shall submit invoices on a biannual basis, with two invoices issued per year. Invoices shall be submitted on July 1 and January 1 of each year, beginning July 1, 2026, and continuing through June 30, 2029, unless amended in writing by mutual agreement of the Parties.

B. Fee schedule rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County Health Department. Specifically, CONTRACTOR shall submit its invoice on Exhibit D – Invoice Form to the COUNTY.

E. CONTRACTOR shall submit via email a bi-annual claim using Exhibit D – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

V. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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

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(20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

VI. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$180,290.00** for services rendered under this Agreement for the period of **July 1, 2026 to June 30, 2029.**

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2026 – June 30, 2029	$180,290.00
MAXIMUM LIABILITY AMOUNT	**$180,290.00**

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EXHIBIT B: INVOICE FORM

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM			Monterey County Behavioral Health
Contractor :	Relias, LLC	**Invoice Number :**	
Address Line 1	1010 Sync Street, Suite 100	**County PO No.:**	
Address Line 2	Morrisville, NC 27560	**Invoice Period :**	
Tel. No.:	877-200-0020		
Fax No.:			
Contract Term:	July 1, 2026 - June 30, 2029	**Final Invoice** (Check if Yes)	
BH Division :			

Rates of Payment	Units	Rate	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
BCH Solutions - Behavioral Health Services							#DIV/0!
Implentation Premier							
Historical Data							#DIV/0!
TOTALS							#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 claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____

Title: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Authorized Signatory _____ Date : _____

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ADDENDUM
to Agreement ("Agreement")
by and between Relias LLC ("CONTRACTOR")
and County of Monterey, on behalf of the
County of Monterey Health Department, Behavioral Health Bureau ("COUNTY")

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and COUNTY. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum 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 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and COUNTY agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 3.02. Section 3.02 is hereby deleted in its entirety and replaced with the following:

   Following the initial 12-month term, 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. Upon any such termination, County shall be entitled to refund of amounts prepaid by County and relating to periods following termination.

2. Section 5.01. Section 5.01 is hereby deleted in its entirety and replaced with the following:

   CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are 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.

3. Section 5.04. Section 5.04 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

   Except as expressly stated in this section 5, all services are provided on an as is, as available basis. Contractor, its licensors, third-party subcontractors, and suppliers expressly disclaim, to the maximum extent permitted by law, all warranties, express or implied, oral or written, including, without limitation, (i) any warranty that any software, database, subscription services, deliverables, or professional services are error free, accurate, reliable, will operate without interruption, or that all errors will be corrected, or that subscription services will comply with any law, rule, or regulation; (ii) implied warranties of merchantability, fitness for a particular purpose; and (iii) implied warranties arising from statute, course of dealing, course of performance, or usage of trade. No advice, statement, or information given by contractor, its affiliates, contractors, or employees shall create or change any warranty provided herein. Contractor disclaims all liability or loss arising out of any action taken in reliance on its site, content, assessments, products, or subscription

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or professional services.

4. Section 5.05. Section 5.05 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

   As between contractor and County, County assumes sole responsibility and liability for its users' compliance with the terms and conditions of this agreement. Contractor shall have no liability for any claims, losses, or damages arising out of or in connection with County's or any of its users' use of the subscription or professional services alone or in combination with any third-party products, services, software, or web sites, including those that are accessed via links from within subscription services.

5. Section 6.02. Section 6.02 is hereby deleted in its entirety and replaced with the following:

   Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of sixty (60) 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. Section 6.04. Section 6.04 is hereby deleted in its entirety and replaced with the following:

   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 relevant 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. Section 7.01. Section 7.01 is hereby deleted in its entirety.

8. Section 7.02. Section 7.02 is hereby deleted in its entirety and replaced with the following:

   Either party may terminate the Agreement immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; "Material breach" on the part of CONTRACTOR 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 material breach, 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.

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9. Section 8.0. Section 8.0 is hereby deleted in its entirety and replaced with the following:

   INDEMNIFICATION AND LIMITATION OF LIABILITY
   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) arising out of the CONTRACTOR's alleged infringement or misappropriation of a third party's U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret. CONTRACTOR shall have no indemnity obligation to County where the alleged infringement or misappropriation arises from (i) a modification of services as delivered to County; (ii) the combination of services with any other process, hardware, software, data, or functionality; (iii) any County-originating data or content communicated using such services; or (iv) any use of services by County in a manner inconsistent with the documentation or instructions provided by CONTRACTOR or otherwise in breach of this Agreement.

   Contractor's total liability (including attorneys' fees awarded under this agreement) to county for any claim by county or any third parties under this agreement, will be limited to the fees paid for such items that are the subject matter of the claim for the prior twelve (12) months. In no event will contractor, its licensors, or its suppliers be liable to county or third parties for any indirect, special, incidental, exemplary, punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, staff time, goodwill, use, data, or other economic advantage), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not previously advised of the possibility of such damages.

10. Section 9.03. Section 9.03 Commercial General Liability Insurance and Professional Liability Insurance is hereby deleted in its entirety and replaced with the following:

    Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, with a limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

    Professional Liability Insurance: if required for the professional services being provided, (e.g., those person authorized by a license to engage in a business or professional 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 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 one year following the expiration or earlier termination of this Agreement.

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Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3 700 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.)

11. Section 9.04. Section 9.04 Other Requirements, Additional Insured Status, and Worker's Compensation Waiver of Subrogation is hereby deleted in its entirety and replaced with the following:

Other Requirements:
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 one year following the date the CONTRACTOR completes its performance of services under this Agreement.

Each subcontractor, if any, performing work under this Agreement must have 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 insured on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, but only to the extent of liability falling within CONTRACTOR's indemnity obligations pursuant to the terms of this agreement. Auto liability coverage shall be provided in the form of a blanket endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insured on the commercial general liability policy with respect to liability arising out of work or operations performed under this Agreement by the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy hereunder shall contain a blanket waiver of subrogation. 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 copies of blanket endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the

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CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance as soon as is reasonably practicable 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. 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.

12. Section 10.1. Section 10.1 is hereby deleted in its entirety and replaced with the following:

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. Required user login data ("Client Data") is excluded from the definition of Confidential Information. CONTRACTOR may use, for any purpose, Client Data or data arising out of a combination of Client Data and Subscription or Professional Services, so long as the relevant data has been anonymized and de-identified; however, CONTRACTOR agrees not to use or disclose this information to the extent prohibited by applicable law.

13. Section 10.5. Section 10.5 is hereby deleted in its entirety

14. Section 10.7. Section 10.7 is hereby added to 10.0 RECORDS AND CONFIDENTIALITY as a new section to this Agreement as follows:

No Protected Health Information. County will not provide CONTRACTOR with access to any Protected Health Information (as defined in 45 CFR § 160.103, PHI). CONTRACTOR reserves the right not to accept access to Client Data that contains PHI. County represents and warrants that: (i) County has the right and authority necessary to provide the Client Data to CONTRACTOR as provided hereunder, (ii) County will disclose to CONTRACTOR only such Client Data as Client is authorized to disclose to CONTRACTOR, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (HIPAA). The parties acknowledge that, under the terms of this Agreement,

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CONTRACTOR does not collect or possess PHI, and that CONTRACTOR shall not be required to execute a Business Associate Agreement or similar agreement. County warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide CONTRACTOR or its suppliers access to any such PHI.

15. Section 16.01. Section 16.01 is hereby deleted in its entirety.

16. Section 16.06. Section 16.06 is hereby deleted in its entirety and replaced with the following:

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. CONTRACTOR may assign all or part of its rights or obligations under this Agreement to a successor of interest as a result of merger, acquisition, or corporate restructuring without County's consent, provided that CONTRACTOR delivers at least thirty (30) days written notice to County of any such assignment.

17. Section 16.09. Section 16.09 is hereby deleted in its entirety

18. Section 16.10. Section 16.10 is hereby deleted in its entirety and replaced with the following:

Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

19. Section 18.0. Section 18.0 is hereby added as a new section to this Agreement as follows:

18.0 DEFINITIONS

18.1 **Content** means materials provided or posted by CONTRACTOR in connection with Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos, including modifications, enhancements, or new versions thereof.

18.2 **Intellectual Property** means any and all intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of

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operation of systems, training methodology and materials, which CONTRACTOR has created, acquired, or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in.

18.3 **LMS** means CONTRACTOR's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements, and new versions thereof.

18.4 **Professional Services** means consulting, implementation, training, creation of custom Content, or other professional services to be performed by the CONTRACTOR. Professional Services will be described in an Ordering Document executed by the parties.

18.5 **Site** means the web interface at a URL designated by CONTRACTOR.

18.6 **Subscription Services** means access to the LMS and Content through the Site for County's internal training purposes.

18.7 **User(s)** means those persons who (i) have been authorized by County to access and use Subscription Services and Professional Services; (ii) have complied with any registration requirements reasonably requested by CONTRACTOR; (iii) have been issued a personal and unique User ID and password; and (iv) have acknowledged the terms and conditions applicable to Subscription Services. Only current employees and independent contractors of County are eligible to be Users.

20. Section 19.0. Section 19.0 is hereby added as a new section to this Agreement as follows:

19.0. USE RIGHTS

19.1 Grant of Use. Subject to the terms of the Agreement, CONTRACTOR grants to County the right to access and use Subscription Services, solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

19.2 Authorized Users. County shall provide CONTRACTOR with the required demographic data for all Users in the specified electronic format provided by CONTRACTOR to complete the initial registration process. Activating and deactivating Users as a method of keeping the number of Users within range of the Subscription Metrics shall be a material breach of the Agreement.

19.3 Acceptable Use. County and all Users shall use Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. County agrees and shall ensure that Users do not post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents, or programs; (iii) violates the rights

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of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. County further agrees and shall ensure that Users do not interfere or disrupt networks connected to Subscription Services, do not interfere with another entity's use of similar services, and comply with all regulations, policies, and procedures of networks connected to Subscription Services. CONTRACTOR may remove any violating content posted on Subscription Services or transmitted through Subscription Services without notice. CONTRACTOR may suspend or terminate any User's access to Subscription Services if CONTRACTOR determines that such User has violated the terms and conditions of this Agreement. County is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. As between the parties, County is entirely responsible for all activities that occur under its account. County shall immediately notify CONTRACTOR of any unauthorized use or any other breach of security known to County. CONTRACTOR shall have no liability for any loss or damage arising from County's failure to comply with these requirements.

19.4 Restrictions. County shall not itself, or through any Affiliate, employee, contractor, agent, or other third party (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, Subscription Services, Content, or the Site, or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of Subscription Services or Content, in whole or in part; (iii) allow access to, provide, divulge, or make available the Site, Subscription Services, or Content to anyone other than an authorized User; (iv) create derivative works based upon Subscription Services or Content, or modify, adapt, translate, or otherwise make any changes to Subscription Services, Content, or any part thereof; (v) use Subscription Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (vi) disclose or publish, without CONTRACTOR's prior written consent, performance or capacity statistics or the results of any benchmark test performed on Subscription Services; or (vii) remove from any Subscription Services or other materials owned by CONTRACTOR identification, patent, copyright, trademark, or other notices. Proprietary notices, including without limitation patents, copyrights, and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies. 2.5 Enforcement. County shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify CONTRACTOR of any actual or suspected violation thereof, and (iii) cooperate with CONTRACTOR with respect to investigation and enforcement of the Agreement. County shall be solely responsible for all acts and omissions of its Users in connection with their access and use of Subscription Services.

19.6 Environment. Subscription Services will be hosted on a server that is maintained by CONTRACTOR or its designated third-party subcontractor. User access to Subscription Services is provided through the Site. County is solely responsible for obtaining and maintaining, at its own expense, all equipment and services needed to access the Site.

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19.7 Availability. CONTRACTOR shall use commercially-reasonable efforts to make Subscription Services continually available except for scheduled downtime events where notice is provided to County, emergency downtime events, or Internet service provider failures or delays. CONTRACTOR will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. County acknowledges that Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; CONTRACTOR is not responsible for any delays, delivery failures, or other damage resulting from such problems.

19.8 Content. Access to Content, if applicable, shall be provided by CONTRACTOR through Subscription Services. County is responsible for selecting which Content will be available to authorized Users. CONTRACTOR continuously reviews and updates Content based on an ongoing-needs analysis. CONTRACTOR reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

19.9 Site Administrator. County shall designate a primary contact who shall function as the liaison to CONTRACTOR and who shall be trained by CONTRACTOR so that the contact shall be able to train and support Users on the use of Subscription Services (Site Administrator). The Site Administrator shall be the primary point of contact with CONTRACTOR on all issues related to Subscription Services.

19.10 County Data Responsibilities. County shall be solely responsible for the accuracy, quality, integrity, and legality of data uploaded in connection with Subscription Services by County. County shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in Subscription Services. County authorizes CONTRACTOR and its third-party subcontractors to serve as the hosts and repository for the data County enters into Subscription Services.

19.11 Changes. CONTRACTOR reserves the right to add or substitute functionally equivalent products in the event of product unavailability, product end of life, or changes to software requirements. CONTRACTOR regularly updates Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically while others may require County cooperation. Where required, County shall reasonably cooperate in implementing such changes.

21. Section 20.0. Section 20.0 is hereby added as a new section to this Agreement as follows:

20.0. PROFESSIONAL SERVICES

20.1 Cooperation. County shall provide CONTRACTOR with good-faith cooperation and access to such information, facilities, personnel, and equipment that CONTRACTOR may reasonably require in order to provide Professional Services. County

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acknowledges that CONTRACTOR's performance is dependent upon the timely and effective completion of County's responsibilities and County's timely decisions and approvals in connection with Professional Services. CONTRACTOR may reasonably rely on all such decisions and approvals.

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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:

Relias, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

A license based web-learning management system related to mental health and substance abuse treatment.

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: **$** 180,290.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Invoice Form
Addendum

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are ~~specially~~ ~~trained,~~ ~~experienced,~~ competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ~~ninety days~~ ~~(90)~~ prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the ~~previous~~ period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR.~~ "~~Good cause~~" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for ~~good cause,~~ the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) ~~occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors~~.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, ~~Broad form Property Damage~~, Independent Contractors, Products and Completed Operations, with a ~~combined single~~ limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for ~~malpractice or~~ errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

~~All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California~~. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

Additional Insured Status:

~~The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.~~

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by ~~or on behalf of~~ the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. ~~General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).~~

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder ~~shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR~~. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance ~~within five calendar days~~ after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. ~~If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim~~. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 ~~**Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.~~

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **~~Royalties and Inventions:~~** ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County~~.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Melanie Rhodes, Behavioral Health Bureau Chief / Behavioral Health Director
Address: 1270 Natividad Road, Salinas, CA, 93903
Phone: (831)796-1742

FOR CONTRACTOR:
Name and Title: Timothy Green
Address: 1010 Sync Rd, Suite 100, Morrisville NC 27560
Phone: 9196743564

16.0 MISCELLANEOUS PROVISIONS.

16.01 ~~**Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance~~

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~~of the services required to be rendered under this Agreement.~~

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 ~~**Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement~~.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 ~~**Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.~~

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; ~~venue shall be Monterey County~~.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, County Counsel

By: Signed by: Kevin Serrano CF464EA4829E4B5... **County Counsel**

Date: 5/8/2026 | 1:19 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Andrea Valentine 25834C99491E449... **Auditor/Controller**

Date: 5/8/2026 | 2:41 PM PDT

Approved as to Liability Provisions Office of the County Counsel-

Risk Management

By: DocuSigned by: David Bolton 3E7A6EF11DD8446... **David Bolton, Risk Manager**

Date: 5/15/2026 | 7:41 AM PDT

CONTRACTOR

RELIAS, LLC

Contractor/Business Name*

By: Signed by: kay krafft A3EC17FCBB9C47B...

(Signature of Chair, President, or Vice-President)

Kay Krafft

CEO

Name and Title

Date: 4/29/2026 | 11:57 AM EDT

By: Signed by: Ross Golden F16521675CF4479...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Ross Golden

CFO

Name and Title

Date: 4/23/2026 | 2:49 PM EDT

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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COUNTY OF MONTEREY
HEALTH DEPARTMENT

BEHAVIORAL HEALTH COMMISSION
1270 Natividad Road, Salinas, CA 93906
(831) 755-4509

June 1, 2026

Supervisor Wendy Root Askew
Chairperson, Monterey County Board of Supervisors
168 W. Alisal St., 1st Floor
Salinas, CA 93901

SUBJECT: DRAFT BEHAVIORAL HEALTH SERVICES ACT (BHSA) INTEGRATED PLAN AND NOTIFICATION TO THE BOARD OF SUPERVISORS

Dear Chair Supervisor Wendy Root Askew,

On behalf of the Monterey County Behavioral Health Commission ("Commission"), I am pleased to confirm the Commission held a public hearing on the draft Behavioral Health Services Act (BHSA) Integrated Plan (the "Plan") on Thursday, May 28, 2026. The Commission recommends that the public comment be used to amend the Plan to be responsive to the public.

Please do not hesitate to contact us if any additional information is needed in advance of the Board of Supervisors meeting.

Sincerely,

Signed by:
Derrick Elder
1FBEAFCEE4B540E...

Derrick Elder
Chairperson, Monterey County Behavioral Health Commission
County of Monterey