

**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:

**Sun Street Centers**

(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:** Capital Improvement project for building a Recovery Center in Salinas for future deliver of SUD Outpatient services.

**2.0 PAYMENT PROVISIONS:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **1,000,000.00**

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from July 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other: Cost Reimbursement Invoice**

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 COMPLIANCE WITH APPLICABLE LAWS:**

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14.0 INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

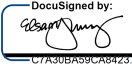
18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

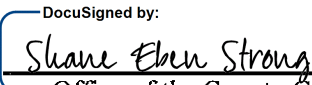
By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Department Head (if applicable)


Date: 9/5/2023 | 1:03 PM PDT

Approved as to Form  
County Counsel  
Leslie J. Girard, County Counsel

By:  \_\_\_\_\_  
Office of the County Counsel

Date: 8/15/2023 | 1:40 PM PDT

Approved as to Fiscal Provisions

By:  \_\_\_\_\_  
Auditor/Controller

Date: 8/15/2023 | 3:27 PM PDT

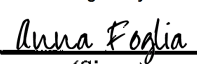
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

CONTRACTOR

Sun Street Centers

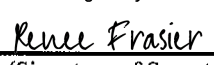
Contractor/Business Name \*

By:  \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

Anna Foglia, Chief Executive Officer

Name and Title

Date: 8/11/2023 | 2:57 PM PDT

By:  \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Renee Frasier, CFO

Name and Title

Date: 8/11/2023 | 2:37 PM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A:  
PROGRAM DESCRIPTION**

**INTENSIVE OUTPATIENT TREATMENT BUILDING FOR FAMILIES**

**Program Locations**

284 Calle Cebu  
286 Calle Cebu  
Salinas, CA 93901  
(831) 753-5144

**Hours of Operation**

TBD once project is completed.

**2. Project Description**

CONTRACTOR is in process of building a recovery center in Salinas to address the unmet substance use disorder (SUD) needs of Teens and Adults. The recovery center will allow the expansion of Intensive Outpatient SUD counseling spaces for teens referred to outpatient services, men and women waiting to get into withdrawal management, and for family empowerment and aftercare recovery services. The services that will be offered at the recovery center will be Drug Medi-Cal (DMC) funded and will serve eligible DMC clients.

**A. Target Population**

The Intensive Outpatient Treatment Center will be designed for families and individuals who are in need of intensive outpatient treatment services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community.

**B.** CONTRACTOR will provide start-up and renovation services to open Intensive Outpatient Treatment Services Program in Salinas. Contractor shall submit invoice and back-up upon completion of each renovation project.

Deliverables and Timeline:

| SSC FACILITY PROJECT INTENSIVE OUTPATIENT TREATMENT           |        |                    |                        |                      |                 |
|---|--------|--------------------|------------------------|----------------------|-----------------|
| Task  | Status | Assigned To        | Anticipated Start Date | Anticipated End Date | Actual End Date |
| complete all architectural, engineering, landscaping drawings |        | Architect          | 7/1/2023               | 10/1/2023            |                 |
| Hire project manager, collect contractor bids                 |        | SSC CEO            | 8/1/2023               | 11/1/2023            |                 |
| Break ground on project, foundation                           |        | General Contractor | 3/1/2024               | 6/1/2024             |                 |

**I. PAYMENT PROVISIONS**

**A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed \$1,000,000 for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope



of Work. CONTRACTOR'S compensation for services rendered shall be based on the following in accordance with the following terms:

| Project Name            | FY 2023-24 |            |            |              |
|-------------------------|------------|------------|------------|--------------|
|                         | 9/1/2023   | 12/1/2023  | 3/1/2024   | Total Amount |
| Salinas Recovery Center | \$ 200,000 | \$ 200,000 | \$ 600,000 | \$ 1,000,000 |

- B. These funding will cover all expenses related to the project including preparation and supplies/materials. These rates are all-inclusive.
- C. To receive any payment under this Agreement, CONTRACTOR shall submit invoices and back-up in such form as may be required by the COUNTY County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.
- D. CONTRACTOR shall submit via email a monthly claim using Exhibit B – 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@co.COUNTY.ca.us](mailto:MCHDBHFinance@co.COUNTY.ca.us)

## II. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for project deliverables submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. 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 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 (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.



**III. MAXIMUM OBLIGATION OF COUNTY**

2. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **\$1,000,000** for project deliverables rendered under this Agreement for the period of **July 1, 2023 to June 30, 2024**.

3. Maximum Liability Amount:

| <b>TERM</b>                                   | <b>TOTAL AMOUNT</b>    |
|---|------------------------|
| Upon Execution to July 1, 2023- June 30, 2024 | \$ 1,000,000.00        |
| <b>MAXIMUM COUNTY OBLIGATION</b>              | <b>\$ 1,000,000.00</b> |

**(This Space Intentionally Left Blank)**

## EXHIBIT B County of Monterey Behavioral Health - Invoice Form

|   |  |
|---|--|
|   | <b>Invoice Number :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>                                      |
| <b>Contractor :</b> Sun Street Centers            |  |
| <b>Address Line 1</b> 11 Peach Drive              | <b>County PO No.:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>  |
| <b>Address Line 2</b> Salinas, CA 93901           |  |
|   | <b>Invoice Period :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>                                      |
| <b>Tel. No.:</b> (831) 753-5144                   |  |
| <b>Fax No.:</b>                                   |  |
| <b>Contract Term:</b> July 1, 2023- June 30, 2024 | <b>Final Invoice :</b> (Check if Yes) <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 20px; height: 15px; vertical-align: middle;"></span> |
| <b>BH Division :</b> Behavioral Health            | <b>BH Control Number</b> <span style="background-color: #cccccc; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>                                    |

| Date of Service | Project Description  | Rate      | Dollar Amount Requested for this Period | NA | NA | NA |
|-----------------|--|-----------|---|----|----|----|
|                 | Building a Recovery Center in Salinas to address the unmet needs of Teens and Adults | \$200,000 |   |    |    |    |
|                 | Building a Recovery Center in Salinas to address the unmet needs of Teens and Adults | \$200,000 |   |    |    |    |
|                 | Building a Recovery Center in Salinas to address the unmet needs of Teens and Adults | \$600,000 |   |    |    |    |
| <b>TOTALS</b>   |  |           |   |    |    |    |

| Description | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|-------------|----------------------|------------------|-------------|-------------------|
|-------------|----------------------|------------------|-------------|-------------------|

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 capital improvement project under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

|                  |  |   |
|------------------|--|---|
| <b>Email to:</b> | <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a> | Behavioral Health Authorization for Payment |
|                  |  |   |
|                  |  | Date  |