County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, January 13, 2026

9:00 AM

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

Board of Supervisors

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

Para obtener información sobre la Ley Ralph M. Brown: Reuniones Abiertas, haga clic en el siguiente enlace:

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

Participation in meetings

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

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

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

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

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@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:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

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

PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Participación en reuniones

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

1. Podrá asistir personalmente a la reunión; o,

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

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

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

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

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

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

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

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

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

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

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

available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

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

If assistance is needed please contact our office at the following email: cob@co.monterey.ca.us

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

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

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

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

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

   a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) Keith Wingo (Worker's Compensation Appeals Board No. ADJ10748043, ADJ10748042, ADJ10748041 and ADJ12903704)
   (2) Lourdes Mercado (Worker's Compensation Appeals Board No. ADJ102426507)
   (3) Laura G. Villagomez (Worker's Compensation Appeals Board No. ADJ12304189)
   (4) *County of Monterey v. Commissioner of Internal Revenue Service, et al.* (U.S. Tax Court, Docket No. 4978-23L)
   (5) *County of Monterey v. Life Foundation, et al.* (Monterey County Superior Court Case No. 24CV004599)

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

   c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

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 honoring Teresa Rios, Emergency Medical Services Agency Director, on her retirement from the County of Monterey after eighteen years of dedicated public service to the residents of Monterey County. (Supervisor Root Askew (P))

Attachments: Ceremonial Resolution - Teresa Rios Retirement

2.1 Adopt a resolution commending Salinas Firefighter Captain Frankie Rodriguez upon his retirement after 27 years of public service with the City of Salinas. (Supervisor Alejo (NP)) (ADDED VIA ADDENDA)

Attachments: Ceremonial Resolution - Captain Frankie Rodriguez

Appointments

3. Reappoint Agustin Almazan to Greenfield Veterans Memorial District with a term expiration date on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Agustin Almazan
Resume - Agustin Almazan
Recommendation letter - Agustin Almazan

4. Appoint Nicholas Kite to the Parks Commission representing District 5 filling an unexpired term with a term end date of May 25, 2029 (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - Nicholas Kite
Application - Nicholas Kite
Resume - Nicholas Kite

5. Appoint Kurt Schake to the Emergency Medical Care Committee as a Citizens Representative with a term end date of June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Attachments: Notification to Clerk of Appt - Kurt Schake
Application - Kurt Schake
Bio - Kurt Schake
Recommendation Letter - Kurt Schake

6. Reappoint Lois Flint to the Military & Veterans Affairs Advisory Commission representing District 2 with a term end date of January 1, 2029. (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - Lois Flint
Application - Lois Flint

Approval of Consent Calendar – (See Supplemental Sheet)

7. See Supplemental Sheet

General Public Comments

8. General Public Comments

Scheduled Matters

9. a. Adopt a Resolution to authorize all County Eligible Subsidiary Bodies to teleconference pursuant to Government Code section 54953.8.6;
b. Receive a report on Senate Bill 707, the Brown Act Modernization Act; and,
c. Provide direction to staff as appropriate.

Attachments: Board Report
SB 707 Abridged Presentation
Draft Resolution

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

10. PLN250191 - FRANSCIONI ERMA A TR ET AL and JACKSON FAMILY INVESTMENTS LLC
Public Hearing to consider a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres

(adjusted Parcel D). Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres with these three adjusted parcels to remain under a new or amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract.
Project Location: 32070, 32080, 32176, and 32721 River Road, Soledad, CA 93960
Proposed CEQA Action: Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines (Guidelines)w, section 15305 and that the revisions to the open space contracts under the Williamson Act qualify the project for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to Guidelines section 15300.2

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - Vicinity Map
Attachment C - Farmland Security Zone Contract No. 2012-007
Attachment D - Farmland Security Zone Contract No. 2012-008
Attachment E - Board of Supervisors Resolution No. 00-462

11. 2026 North County Fire Protection District Impact Fees
Public hearing to consider adopting a resolution concurring in and ratifying the findings of the North County Fire Protection District; Adopting the North County Fire Protection District Impact Fees in accordance with Monterey County Code 10.80.100F
Proposed California Environmental Quality Act (CEQA) Action: Statutorily Exempt per CEQA Guidelines section 15378(b)(4)

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - NCFPD Fire Impact Nexus Study
Attachment C - NCFPD Adopted Resolution

12. a. Receive an update presentation on development of draft 2025 Countywide Facilities Master Plan;
b. Receive a presentation on 20-year departmental space need projections and development options;
c. Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan.

Attachments: Board Report
Attachment A - Draft Key Findings and Options
Item No. 12 Presentation

Other Board Matters

Referral Matrix and New Referrals

13. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

County Administrative Officer Comments

14. County Administrative Officer Comments

Board Comments

15. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn In Memory of Maria Elena Serrato de Cortez (Supervisor Alejo) and Seth Pollack (Supervisor Askew)

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Health Department

16. a. Approve and authorize the Director of Health Services or designee to execute a Zero-Cost Vehicle Use Agreement between The California Department of Health Care Services ("DHCS") (Grantor) and the County of Monterey Health Department (Grantee) for the rights to use DHCS property and vehicles by the Behavioral Health Bureau Mobile Crisis staff retroactive to July 1, 2025 for the full term of July 1, 2025 through June 30, 2031, with no impact on the General Fund; and
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services.

Attachments: Board Report
Zero-Cost Vehicle Use Agreement Number 25-50262

17. a. Approve and authorize the Director of Health Services or the Assistant Director of Health Services to execute Amendment No. 3 to Agreement A-16677 with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and preventative maintenance, extending the term for an additional one (1) year, with a new term of January 12, 2024, through December 31, 2028, and increasing the funds by $63,435.78 for a total aggregate Agreement amount of $235,164; and
b. Approve and authorize the Assistant Director of Health Services or Assistant Director of Health Services to sign up to three future amendments where the combined amendments do not exceed 10% ($23,516) of the original amount and does not significantly change the scope, total not to exceed a maximum of $258,680.

Attachments: Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

18. a. Approve and authorize the Director of Health Services or designee to execute a Letter of Agreement with the County of Riverside for the provisions of Short-Term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth for a retroactive term of July 1, 2025, through June 30, 2028.
b. Approve and adopt a Letter of Agreement (LOA) boilerplate to contract with County-to-County Short-Term Residential Therapeutic Programs (STRTPs) to ensure timely access to specialty mental health services for children and youth in and out of county placement.
c. Approve and authorize the Director of Health Services or designee to execute a boilerplate Letter of Agreement (LOA) with Short-Term Residential Therapeutic Program (STRTP) providers during Fiscal Year (FY) 2025-2028, where the contract amount for each Letter of Agreement (LOA) with each provider does not exceed $200,000 per fiscal year and where the aggregate for all contracts

with providers does not exceed $2,000,000, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments for Letters of Agreement (LOAs) with Short-Term Residential Treatment Programs (STRTPs) that in total does not exceed 10% of the initial Letter of Agreement (LOA) amount specified in each Letter of Agreement (LOA) and does not significantly change the scope of services, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller.

Attachments: Board Report
Attachment A- Letter of Agreement between Monterey County Health Department, Behavioral Health Bureau and Riverside University Health System - Behavioral Health
Attachment B - Letter of Agreement Boilerplate

19. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

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

20. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Platform License Agreement with Conduent Health Communities Corporation (CHCC) for the provision of customization, maintenance, support, and training for the Healthy Communities Institute Platform System that collects de-identified population health data from multiple sources in the amount of $120,000 for a term effective June 24, 2025 through June 23, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($12,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $132,000; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Agreement

21. a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning August 14, 2024 through June 30, 2027 with Rite of Passage Adolescent Treatment Centers and Schools, Inc. 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 $21,237 for Fiscal Year (FY) 2024-2025, $349,296 for Fiscal Year (FY) 2025-2026 and $349,296 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $719,829 and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($71,983) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $791,812.

Attachments: Board Report
Agreement

22. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement A-16676 with Thermo Electron North America, LLC, for the purchase of technical services and replacement parts to existing laboratory equipment, increasing the funds by $65,280 for a new Agreement amount of $91,682 with no changes to the term of January 19, 2024 to January 18, 2027; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($9,168) of the original amount, do not significantly change the scope of services, and with a total not to exceed maximum of $100,850.

Attachments: Board Report
Amendment No. 1
Agreement
Board Order

23. Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 6 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision to plan, coordinate and manage the development a five-year Strategic Plan for the Environmental Health Bureau, adding $67,671 for a revised total Agreement amount of $271,086 and revising the existing term of April 25, 2023 through March 31, 2026 to April 25, 2023 through June 30, 2026.

Attachments: Board Report
Amendment No. 6
Amendment No. 5
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

Criminal Justice

24. Request approval of the Board of Supervisors to add the Juvenile Hall and Youth Center Modular projects, fully funded by CalAIM PATH3 Grant and Juvenile Justice Realignment Block Grant funds, in the amounts of $1,980,680 and $179,478, respectively (total amount of $2,160,158) to the FY 25/26 Facilities Capital (CIP) Work Plan.

Attachments: Board Report
MAP- JH - Modular Project 12.08.25
MAP- YC Modular Project 12.08.25

General Government

25. a. Approve a Memorandum of Understanding between the County of Monterey and the City of Salinas to establish the respective roles and responsibilities for the administration of the Salinas Housing Advancement, Resources, and Education (SHARE) Center; and
b. Authorize the County Administrative Officer, or designee, to extend the term of the Memorandum of Understanding up to two (2) times, for a total period not to exceed fifteen (15) years, provided that such extensions do not materially alter the scope of the Agreement.

Attachments: Board Report
2025 Memorandum of Understanding
2021 Memorandum of Understanding
2018 Memorandum of Understanding

26. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 1 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's mobile ballot printer and redundancy back-up voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2020 through December 31, 2031 and adding $67,247 for a revised aggregate total amount not to exceed $95,928.

Attachments: Board Report
Attachment A - Liberty Vote USA Inc. Mobile Ballot Amendment 1
Attachment B - Original Agreement

27. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 3 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's leased voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2017 through December 31, 2031 and adding $1,756,774 for a revised total amount not to exceed $4,247,957.

Attachments: Board Report
Attachment A - Liberty Vote Leased Voting Equipment Amendment 3
Attachment B - Amendment 2
Attachment C - Amendment 1
Attachment D - Agreement No. 13733

28. Adopt a Resolution to:
a. Approve revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappoint the County Administrative Officer as the Plan Administrator.

Attachments: Board Report
Resolution
Original Investment Policy Statement
Proposed Revised Investment Policy Statement

29. Adopt a Resolution to:
a. Ratify the County Administrative Officer's January 7, 2026 Proclamation of a Local Emergency for sandbar management activities that are required at the Salinas River Lagoon Mouth (4/5th vote required); and
b. Find the work statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

Attachments: Board Report
Attachment A_Emergency Proc_Salinas Lagoon
Attachment B_Draft Resolution

30.

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025 Wildfire Grant Program.

Attachments: Board Report
Attachment A_Resolution.pdf
Attachment B_Emergency Services Planner.pdf

Housing and Community Development

31. a. Adopt a Resolution approving a not to exceed loan increase of $550,000 from the Monterey County Local Housing Trust Fund to Greenfield Commons EAH, L.P.;
b. Adopt a Resolution approving a not to exceed loan increase of $9,982 from the Permanent Local Housing Allocation grant to Greenfield Commons EAH, L.P.;
c. Adopt a Resolution approving the original loan of $1,929,046 to be separated out to $1,028,833 from the Monterey County Local Housing Trust Fund and $900,213 from the Permanent Local Housing Allocation grant;
d. Adopt a Resolution correcting the loan origination fee in Resolution 23-112 from 2% to 0.5% of the total loan;
e. Adopt a Resolution correcting the loan origination fee in Resolution 23-116 from 2% to 0.5% of the total loan;
f. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $550,000; and
g. Authorize the Director of Housing and Community Development or their designee to execute the Loan Agreements on behalf of the County.

Attachments: Board Report
Attachment A - Greenfield Commons Cost Overruns, Development Budget

32. a. Approve and authorize the Chair to execute a Landscape Maintenance Agreement between the County of Monterey and Andrew Gerard Tope for ongoing landscape maintenance within the County right-of-way.
b. Direct the Clerk of the Board to submit the executed Agreement to the Recorder for filing.

Attachments: Revised Board Report (ADDED VIA SUPPLEMENTAL)
Board Report
Attachment A - Tope Landscape Maintenance Agreement

Public Works, Facilities and Parks

33. a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with TK Elevator Corporation in an amount not to exceed $300,000 for elevator maintenance and repair services in County facilities;
b. Approve non-standard insurance and indemnification contract provisions as recommended by the Director of Public Works, Facilities and Parks; and
c. Authorize the Chief Contracts and Procurement Officer to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to three (3) additional amendments to this Agreement, extending the term of the agreement to match any term extension in the associated Sourcewell Contract 050224-TKE, where the additional costs of the Amendments in aggregate do not exceed 10 percent (10% or $30,000) of the original contract amount of $300,000, bringing the potential overall Agreement aggregate not to exceed amount to $330,000 even if no additional Agreements are entered into subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

Attachments: Board Report
Attachment A - Agreement with TK Elevator

Addenda/Supplemental

34. **Addenda/Supplemental**
Added Item No. 2.1 under Ceremonial Resolutions
Attached a revised Board Report to Item No. 32 under Consent - Housing and Community Development

Introduced: 12/19/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Keith Wingo (Worker's Compensation Appeals Board No. ADJ10748043, ADJ10748042, ADJ10748041 and ADJ12903704)
(2) Lourdes Mercado (Worker's Compensation Appeals Board No. ADJ102426507)
(3) Laura G. Villagomez (Worker's Compensation Appeals Board No. ADJ12304189)
(4) *County of Monterey v. Commissioner of Internal Revenue Service, et al.* (U.S. Tax Court, Docket No. 4978-23L)
(5) *County of Monterey v. Life Foundation, et al.* (Monterey County Superior Court Case No. 24CV004599)

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

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

County of Monterey

Board Report

Legistar File Number: CR 26-001

Item No.2

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Teresa Rios, Emergency Medical Services Agency Director, on her retirement from the County of Monterey after eighteen years of dedicated public service to the residents of Monterey County. (Supervisor Root Askew (P))

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

Resolution No.:
Adopt Resolution honoring **Teresa Rios, Emergency Medical Services Agency Director,** on her retirement from the County of Monterey after eighteen years of dedicated public service to the residents of Monterey County.

WHEREAS, Teresa Rios earned her Bachelor of Arts in Political Legal and Economic Analysis from Mills College and her Associate of Arts degree in Language and Literature from Sacramento City College, and became a Certified Government Financial Manager; and

WHEREAS, prior to joining the County of Monterey, **Teresa Rios** worked as a grant writer for the non-profit, Women Escaping a Violent Environment, and as a Program Associate for The California Endowment; and

WHEREAS, Teresa Rios began her career with the County of Monterey in 2007 as a Management Analyst III with the Health Department's Environmental Health Bureau where she managed the Solid Waste Management Services and Recycling and Resources Recovery Services programs, administered a $180 million exclusive agreement for the collection of solid waste and recyclables in unincorporated Monterey County, and designed, implemented, and monitored programs to meet customer needs and State mandates for increased diversion of food waste and commercial recycling; and

WHEREAS, Teresa Rios transferred to the Health Department's Emergency Medical Services Agency to serve as its Management Analyst III and was responsible for developing and administering the Agency's annual budget of approximately $3.5 million; and

WHEREAS, Teresa Rios is a proud immigrant Latina was promoted to the Emergency Medical Services Agency Director in 2020, becoming the first woman and person of color to hold the role in Monterey County; and

WHEREAS, as EMS Director, **Teresa Rios** and was responsible for overseeing Monterey County's EMS System, which included being responsible for developing Agency policies, procedures, and quality improvement program; ensuring delivery and availability of quality pre-hospital care, specialty hospital services including STEMI, Stroke, and Level II Trauma; and ensuring a qualified pre-hospital workforce existed to serve the public; and

WHEREAS, Teresa Rios performed her duties with the utmost professionalism; established strong collaborative and working relationships with EMS stakeholders; elevated the EMS Agency as the lead agency for the County's emergency medical services; and most recently, ran a very successful Request for Proposals that led to a multi-year County ambulance provider agreement that will innovate the delivery of pre-hospital services with the inclusion of a Nurse Navigation Line, adding Basic Life Support ambulances to respond to lower acuity calls, initiation of a Critical Care Transport Paramedic program, and an in increase to ambulance unit hours.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey, on behalf of all residents thereof, hereby acknowledges, commends, and thanks **Teresa Rios** for her **eighteen years** of dedicated public service to the citizens and residents of Monterey County and wishes her well in her retirement.

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 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 26-002

Item No.2.1

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

January 13, 2026

Introduced: 1/8/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution commending Salinas Firefighter Captain Frankie Rodriguez upon his retirement after 27 years of public service with the City of Salinas. (Supervisor Alejo (NP)) (ADDED VIA ADDENDA)

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

Resolution No.:
Adopt a resolution commending Salinas Firefighter **Captain Frankie Rodriguez** upon his retirement after 27 years of public service with the City of Salinas.

WHEREAS, On October 19, 1998, Probationary **Captain Frankie Rodriguez** proudly joined the Salinas Fire Department, beginning a fire service career that would span 27 years of dedicated service to the City of Salinas and its residents; and

WHEREAS, Through unwavering commitment, professionalism, and hard work, **Captain Frankie Rodriguez** forged himself into a firefighter and leader trusted and respected by peers, supervisors, and the community alike; and

WHEREAS, Captain Frankie Rodriguez was among the first group of Fire Engineers promoted when the rank was officially adopted by the Salinas Fire Department, demonstrating adaptability and excellence during a pivotal time in the department's history; and

WHEREAS, On September 9, 2015, **Captain Frankie Rodriguez** was promoted to the rank of Fire Captain, a role in which he served with distinction, leadership, and integrity, never looking back and always leading from the front; and

WHEREAS, Captain Frankie Rodriguez consistently volunteered his off-duty time in service of Salinas Firefighters Association, Local 1270 and the greater fire service community, dedicating hundreds of hours to labor negotiations, ballot campaigns, community outreach, and the continued betterment of the profession for those who followed; and

WHEREAS, Captain Frankie Rodriguez known for his seemingly endless well of ideas, possessed a unique ability to solve problems in the moment while also providing the kind of memorable stories and humor that fueled countless hours of conversation around the dinner table and beyond; and

WHEREAS, Captain Frankie Rodriguez as a dedicated mentor, set the standard for leadership and professionalism, going the extra ten miles to ensure that his probationary firefighters were prepared, confident, and ready for the demanding career ahead of them; and

WHEREAS, **Captain Frankie Rodriguez** is a friend like no other, one who checks in, shows up, and will drop whatever he is doing to help in any way possible, anywhere and at any time; and

WHEREAS, El Rancho Rodriguez, the home of **Captain Rodriguez**, has been the backdrop for countless off-duty gatherings that celebrated the brotherhood and family of the Salinas Fire Department, including Easters, retirements, birthdays, Fourth of July celebrations, and any occasion that brought people together.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, acknowledges, commends, and thanks **Captain Frankie Rodriguez** for his 27 years of exemplary service, leadership and unwavering commitment to the people of the City of Salinas and beyond.

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

County of Monterey

Board Report

Legistar File Number: APP 25-185

Item No.3

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

January 13, 2026

Introduced: 12/2/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Agustin Almazan to Greenfield Veterans Memorial District with a term expiration date on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, January 13, 2026

Appointment to the Greenfield Memorial District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Agustin Almazan**

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:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: **1/13/2026** Expiration Date: **11/30/2030**

Agustin Almazan

Greenfield Memorial District Greenfield, CA 93927
[redacted]

Subject: Board of Directors Term Extension

Assistant Finance Director *Board of Directors, Greenfield Memorial District*

I have served on the Greenfield Memorial Board of Director from:– **Present.**

My duties as the Assistant Finance Director consist of the following but are not limited to:

Key Responsibilities

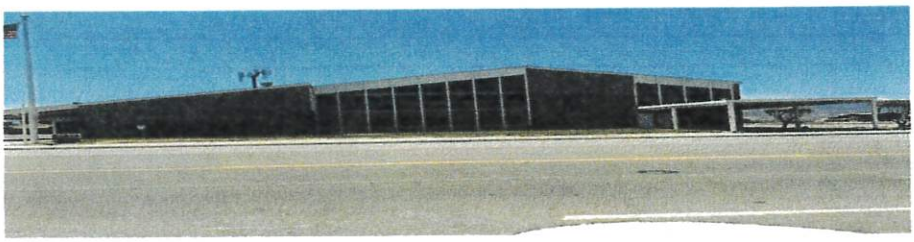
- Manage accounts payable/receivable and reconcile general ledger with Green's Accounting Agency.
- Prepare variance analyses to guide leadership decisions.
- Analyze budget variances and offer actionable insights.
- Collaborate with auditors to ensure clean annual audits, including LAFCO requests.
- Aid with audits and maintain internal record keeping.
- Coordinate with accounting agency to ensure accurate payroll processing.
- Prepare monthly and annual financial statements.
- Develop reports for board meetings.
- Partner with department heads to create and monitor budgets.
- Ensure compliance with state, federal laws, and LAFCO.

2014-curent
Monterey Pacific dispatch and truck driver for 5 years
Current transportation director

Mayers Tomatoes

2000-2013

Mayers tomatoes as a mechanic for three years
Truck driver for 2 years
Maintenance director for 7 year



GREENFIELD VETERANS MEMORIAL DISTRICT

POST OFFICE BOX 91
615 EL CAMINO REAL ROAD
GREENFIELD, CA 93927
OFFICE: (831) 674-2234
E-MAIL: greenfieldvmh@gmail.com

BOARD OF DIRECTORS
DANIEL COVARRUBIAS(V) – PRESIDENT
AGUSTIN ALMAZAN
STEVE DELGADO
DOMINIC GILLIAM(V)

To: District 3 Supervisor Chris Lopez
From: Greenfield Memorial District
Subject: Extension of Board Members
Date: November 10, 2025

We are requesting on the behalf of Steven Degado and Agustin Almazan, Administration Director and Asst. Finance Director respectively, who have expressed their desire to serve another term on the Greenfield Veterans Memorial Board.

Attached is a basic description of their duties and other assigned duties as directed by the Memorial Board President.

Sincerely,

Reyna Campos

Reyna Campos – Administrative Clerk

Assistant Finance Director — Veterans Organization

Position Summary

The Assistant Finance Director supports the financial leadership of a nonprofit organization dedicated to serving veterans. This role ensures fiscal integrity, compliance, and strategic financial planning while upholding the organization's mission to honor and empower those who served.

Key Responsibilities

- **Financial Reporting & Analysis**
  - Prepare monthly, quarterly, and annual financial statements
  - Analyze budget variances and provide actionable insights
  - Assist in preparing reports for board meetings and grant funders
- **Budgeting & Forecasting**
  - Collaborate with department heads to develop and monitor budgets
  - Support long-term financial planning aligned with strategic goals
- **Compliance & Controls**
  - Ensure compliance with state, federal laws and LAFCO..
  - Assist with audits and maintain internal control systems
- **Grant & Fund Management**
  - Track restricted and unrestricted funds
  - Monitor grant budgets and reporting requirements
- **Payroll & Benefits Oversight**
  - Coordinate with accounting agency on accurate payroll processing
  - Support benefits administration and cost tracking

County of Monterey

Board Report

Legistar File Number: APP 26-005

Item No.4

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

January 13, 2026

Introduced: 12/18/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Nicholas Kite to the Parks Commission representing District 5 filling an unexpired term with a term end date of May 25, 2029 (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/13/2026

Appointment to the Parks Commission

Nominated Appointee: Nicholas Kite

Nominated by: Supervisor Kate Daniels

Representing: District 5

Reason for Nomination:

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

  Replacing Member: Shawne Ellerbe

  Reason:

  ◉ Resignation ○ Death ○ Term Not Completed ○ Other (explain)

  Clerk Noticed of Unscheduled/Unexpired Term on: 12/08/2025

  Earliest Board of Supervisors' meeting date appointment can be set: 12/30/2025

Term:

Start Date: 01/13/2026 Term End Date: 05/25/2029

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

Parks Commission Application

Nicholas Kite

District: 5
Initialed Application: Yes

Applicant

First Name: **Nicholas**
Middle Initial:
Last Name: **Kite**

Employment

Occupation: **Health Care**
Job Title: **Corporate Account Manager**
Employer: **Montage Health**

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

Economic Development Committee

Has served on an advisory group before?

Yes

Please tell us about yourself and why you want serve:

My name is Nick Kite, and I have lived and worked in Monterey County for most of my life. I was born at Fort Ord and have deep personal ties to this community. Much of my time outside of work is dedicated to local nonprofit and volunteer efforts focused on youth development, arts, recreation, and community well-being. I currently serve in leadership and board roles with several local organizations, including Marina Youth Arts and the Monterey Stinging Jellies Disc Golf Club, and I regularly help organize community events and volunteer-driven projects. I am seeking to serve on the Parks Commission because I believe parks play a critical role in providing free and affordable recreation that is accessible to people of all ages and backgrounds. Our parks are often the most equitable spaces in a community, offering opportunities for physical activity, mental wellness, social

connection, and outdoor enjoyment regardless of income. I previously served on the Parks Commission, where I helped design and gather volunteers to build the disc golf course at Royal Oaks Park. This project became the first disc golf course in a Monterey County park and is a great example of how partnerships and volunteer engagement can expand recreational offerings at little cost while creating a space that is welcoming, inclusive, and heavily used by the community. Disc golf, in particular, has shown me how low-barrier recreation can activate parks, bring together diverse users, and encourage people to spend more time outdoors. Through my nonprofit involvement and hands-on experience with park projects, I have developed a strong appreciation for thoughtful planning, community input, and long-term stewardship of public spaces. I would be honored to bring that experience, passion, and community-focused perspective to the Parks Commission to help support parks that are accessible, sustainable, and reflective of the needs of Monterey County residents.

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

I want to be a member of this commission because I believe it is one of the most meaningful ways to support free, accessible, and community-driven recreation in Monterey County. Parks and open spaces are essential public resources, and decisions made at the commission level have a real impact on how welcoming, usable, and equitable those spaces are for residents. Having previously served on the Parks Commission, I understand both the responsibility and the opportunity that comes with the role. I value the chance to work collaboratively with staff, fellow commissioners, and the public to help guide projects that balance recreation, environmental stewardship, and long-term sustainability. My experience with volunteer-led park improvements has shown me how thoughtful planning and community partnerships can stretch limited resources while still delivering high-impact results. I am particularly motivated to serve because I am passionate about low-barrier recreation options, such as disc golf, that activate parks, encourage healthy lifestyles, and bring together people of different ages and backgrounds. Serving on this commission would allow me to continue advocating for inclusive recreational opportunities while helping ensure our parks remain well-maintained, thoughtfully developed, and responsive to community needs.

How did you hear about the position?:

Bryan Flores

NICHOLAS KITE

Community-driven leader with extensive experience in nonprofit leadership, public service, and employer wellness engagement. Proven track record in building partnerships that expand access to free and low-cost recreation, healthcare, and the arts. Demonstrated success in managing programs, coordinating cross-sector initiatives, and driving innovation across diverse communities.

WORK EXPERIENCE

CORPORATE ACCOUNT MANAGER, EMPLOYER SOLUTIONS

Montage Health – Oct 2024 to Present

- Lead strategic partnerships with employers across Monterey, San Benito, and Santa Cruz Counties to deliver onsite wellness services, health screenings, lectures, and preventive health initiatives. - Spearhead the transition of the department from 'Worksite Wellness' to 'Employer Solutions,' launching new service lines including VR meditation, flu vaccine clinics, and digital Health Information Centers. - Coordinate with clinical and marketing teams to expand access to preventive health while driving engagement across diverse employer sectors.

DIRECTOR OF RESTORES

Habitat for Humanity Monterey Bay – Sept 2016 to Oct 2024

- Directed operations of 2 non-profit resale stores spanning 2 counties, ensuring alignment with organizational mission. - Spearheaded safety protocols during the Covid-19 pandemic, safeguarding both staff and volunteers. - Achieved consistent year-over-year sales growth, even amidst challenging circumstances. - Amplified volunteer engagement by 100%, fostering a robust sense of community involvement.

INTERNET SALES MANAGER

Capitol Ford (DGDG.com) – Jan 2015 to Sept 2016

- Facilitated seamless transition during ownership change to DGDG.com, preserving customer satisfaction. - Maintained top-tier customer satisfaction ratings with Ford Motor Co.

ECRM MANAGER

DGDG.com – Apr 2011 to Jan 2015

- Managed CRM software for 14 car dealerships, streamlining sales processes and enhancing efficiency. - Trained and supported over 150 sales professionals, optimizing CRM utilization and boosting productivity. - Implemented data-driven reporting mechanisms, empowering management decision-making.

PHOTOGRAPHER / ACCOUNT MANAGER

MBI Media – Aug 2008 to Aug 2010

- Documented San Jose Airport Remodel stages for City Archives, ensuring comprehensive historical records. - Produced time-lapse videos of Bay Area construction projects, facilitating project monitoring and documentation.

EDUCATION

BACHELORS DEGREE

Brooks Institute of Photography, Santa Barbara – June 2005 to June 2008

Specialized in digital imaging, graphic design and small business. Completed in an accelerated 3-year program.

LEADERSHIP MONTEREY COUNTY

Feb 2024 to Present

MONTEREY COUNTY BUSINESS COUNCIL

10-month leadership program preparing future community leaders to address regional challenges and support economic growth in Monterey County.

OTHER RELEVANT EXPERIENCE

CHAIR

Monterey County Parks Commission – 2024 to 2025

- Monitored and evaluated park projects and programs to ensure compliance with regulations and alignment with community goals. - Provided recommendations and guidance to the Parks Department on policy decisions, budget allocations, and project priorities. - Helped design and mobilize volunteers to build the County's first disc golf course at Royal Oaks Park. - Engaged with community members, local organizations, and government officials to address concerns and gather input for park improvements.

COMMITTEE MEMBER

Monterey County Economic Development Committee – 2023 to Present

- Contributed to initiatives aimed at fostering economic growth and development in Monterey County. - Provided insights and recommendations based on knowledge of local economic landscape and community needs.

COMMISSIONER

City of Marina Recreation and Cultural Services Commission – 2021 to 2023

- Applied business acumen to oversee recreational initiatives, aligning with community interests and needs. - Developed innovative programs to promote community engagement and enhance quality of life. - Worked closely with city officials and stakeholders to address evolving recreational needs.

BOARD PRESIDENT

Marina Youth Arts – 2021 to Present

- Fostered collaboration between Marina Youth Arts and community entities to revitalize youth arts projects. - Expanded outreach and participation through strategic partnerships. - Championed inclusive programming ensuring access for all youth.

BOARD VICE PRESIDENT

Monterey Stinging Jellies Disc Golf Club – 2018 to Present

- Planned and hosted 7+ large disc golf events in the region. - Founded and run Jr. Jellies Kids Disc Golf Day with participation from over 75 families. - Leading efforts to install two new disc golf courses in Marina and one in Salinas.

BOARD MEMBER

Citizens for Sustainable Marina – 2016 to 2020

- Participated in community cleanups and graffiti removal. - Rescued native plants from development sites before destruction.

County of Monterey

Board Report

Legistar File Number: APP 26-004

Item No.5

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

January 13, 2026

Introduced: 12/22/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Kurt Schake to the Emergency Medical Care Committee as a Citizens Representative with a term end date of June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

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: Teresa Rios, Bureau Chief, EMS Agency

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/13/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: Kurt Schake

Nominated by: Teresa Rios, Bureau Chief, EMS Agency

Representing: Citizens Representative

Reason for Nomination:

- (•) New Term
  Replacing Member: Vacant Position
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 01/14/2026 Term End Date: 06/30/2027

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

Emergency Medical Care Committee Application

Kurt Schake

Initialed Application: Yes

Applicant

First Name: **Kurt**
Middle Initial:
Last Name: **Schake**

Employment

Occupation: **Social Serevices, Philanthropy**
Job Title: **CEO**
Employer: **Veterans Transition Center of California**

Interests and Experiences

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

Yes

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

No

Has served on an advisory group before?

Yes

I was a member and Board chair of the Monterey Salinas Transit Advisory Board.

Please tell us about yourself and why you want serve:

I seek to serve the community in an area of critical care. I feel drawn to public service and feel my background would assist the committee's mission, as shown in the short bio below: Kurt Schake is the CEO of the Veterans Transition Center of California, with a mission to empower Veterans to move from crisis to self-sufficiency. They are the largest Veteran serving non-profit on the Central Coast. Daily, VTC provides housing and all wrap around services to over 180 Veterans and family members. During his tenure, VTC has been recognized three times as Monterey County's non-profit of the year, as well as California's non-profit of the year. Community affiliations include serving as the board chair of the Coalition of Homeless Services Providers, the Last Chance Mercantile (sustainable resale), and the Monterey Salinas Transit Advisory Board (transportation). He has also been a board member of the Bi-county Leadership Council (homeless services), the

Rothenbuehler Foundation (Veterans), and Dentistry4Vets (healthcare). He was also a Colonel in the California State Guard. Schake spent a quarter century on active duty in the Air Force, including a decade in Europe. He has been a fighter pilot, NATO requirements officer, and director of the Air Force Academy's survival program. He has an MBA from St Mary's College and a PhD from the Norwegian University of Science and Technology. He and his wife Heidi live in Carmel Valley. They have four grown boys and three rescue dogs.

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

The purpose of EMCC is to ensure constituents are actively engaged in decisions regarding the use of County EMS funds and the development of County EMS policies. I am a retired Air Force Colonel, run a non-profit, and have an MBA, so I am very familiar with the proper use and full accountability of government funds. I have served nine years with a non-profit which houses formerly homeless Veterans, many of whom have used EMS across the county. And I live in an unincorporated area, so I seek to raise issues from these less populated and more remote parts of the county.

How did you hear about the position?:

I heard of the position from Steve Brooks of the County of Monterey EMS Agency

Please identify any specialized accommodations needed for equal participation:

None.

Kurt Schake is the CEO of the Veterans Transition Center of California, with a mission to empower Veterans to move from crisis to self-sufficiency. They are the largest Veteran serving non-profit on the Central Coast. Daily, VTC provides housing and all wrap around services to over 150 Veterans and family members. During his tenure, VTC has been recognized three times as Monterey County's non-profit of the year, as well as California's non-profit of the year.

Community affiliations include serving as the board chair of the Coalition of Homeless Services Providers and the Monterey Salinas Transit Advisory Board. He has also been a board member of the Bi-county Leadership Council and Dentistry4Vets. He was also a Colonel in the California State Guard.

Schake spent a quarter century on active duty in the Air Force, including a decade in Europe. He has been a fighter pilot, NATO requirements officer, and director of the Air Force Academy's survival program. He has an MBA from St Mary's College and a PhD from the Norwegian University of Science and Technology. He and his wife Heidi live in Carmel Valley. They have four grown boys and three rescue dogs.

Docusign Envelope ID: 0C487FC5-461E-42B2-AAF2-00252D9D50F9

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Date: December 18, 2025

To: Clerk of the Board

From: Teresa Rios, EMS Director

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment to the Monterey County EMS Agency Emergency Medical Care Committee (EMCC) for a term ending June 30, 2027:

Name: Kurt Schake
Address: Martinez Hall
220 12th St.
Marina, CA 93933

Kurt Schake is recommended to be a citizen's representative. He is currently the CEO of the Veterans Transition Center of California. He is also retired from the U. S. Air Force.

Your assistance is appreciated.

DocuSigned by:
Teresa Rios
519AA80DB32642B...

Teresa Rios
EMS Bureau Chief/EMS Director

County of Monterey

Board Report

Legistar File Number: APP 26-006

Item No.6

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

January 13, 2026

Introduced: 1/6/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint Lois Flint to the Military & Veterans Affairs Advisory Commission representing District 2 with a term end date of January 1, 2029. (District Specific - District 2, Supervisor Church)

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

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

To: Clerk of the Board's Office

From: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/13/2026

Appointment to the Military & Veterans Affairs Advisory Commission

Nominated Appointee: Lois Flint

Nominated by: Supervisor Church

Representing: District 2

Reason for Nomination:

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

Term:

Start Date: 01/13/2026 Term End Date: 01/01/2029

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

Military & Veterans Affairs Advisory Commission Application

Lois Flint

District: 2
Initialed Application: Yes

Applicant

First Name: **Lois**
Middle Initial:
Last Name: **Flint**

Employment

Occupation:
Job Title:
Employer:

Interests and Experiences

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

Yes

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

Yes

American Legion Commander, Blue Star Mothers Vice President, United Veterans Council Chaplain, Retired Soldiers Council Chaplain, Prunedale Lions Club Treasurer, Founding Forward Treasurer, Fort Ord Historic Museum Chair

Has served on an advisory group before?

Yes

I strive to find answers and solutions to questions and problems that the Military Veterans and others in Monterey County present to me.

Please tell us about yourself and why you want serve:

I am United States Marine Corps Veteran, a 41-year retired teacher in North Monterey County, and a 14-year widow. Since I have retired from teaching at the continuation high school in Prunedale and I live alone, I spend my energies

attending numerous meetings to be aware of the services that help our North Monterey County communities.

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

I have served as the Military and Veterans Affairs Commissioner to District 2 Supervisor Glenn Church for three years. I hope to continue to serve.

How did you hear about the position?:

The Veteran Service Officers at The Military and Veterans Affairs Office at Fort Ord suggested that I serve on this Board.

County of Monterey

Board Report

Legistar File Number: OBM 26-001

Item No.7

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-002

Item No.8

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 1/2/2026
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

a. Adopt a Resolution to authorize all County Eligible Subsidiary Bodies to teleconference pursuant to Government Code section 54953.8.6;
b. Receive a report on Senate Bill 707, the Brown Act Modernization Act; and,
c. Provide direction to staff as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt a resolution to authorize all County Eligible Subsidiary Bodies to teleconference pursuant to Government Code section 54953.8.6;
b. Receive a report on Senate Bill 707, the Brown Act Modernization Act; and,
c. Provide direction to staff as appropriate.

SUMMARY:
California approved approximately 27 changes to the Brown Act in the last legislative session. These changes range from mundane to the exceptionally complex. For example, the Brown Act now contemplates 10 teleconferencing schemes instead of Ralph Milton Brown's one and only teleconferencing option. Also, the State created new requirements for the County of Monterey relating to public accessibility in the form of "Eligible Legislative Bodies."

Following the presentation, the Board will be asked to consider whether to adopt a resolution to authorize all the County's Eligible Subsidiary Bodies to use teleconferencing pursuant to Government Code section 54953.8.6. Importantly, this resolution is only the first step for Eligible Subsidiary Bodies to teleconference under this code section - each subsidiary body will need to have at least one more in-person meeting to authorize teleconferencing. The Office of County Counsel encourages each subsidiary body to contact their assigned County Counsel attorney to ask questions. Pursuant to law, this authorization expires after six months, so this item will likely appear before the Board consistently.

The Board will need to next adopt a new resolution on or before **July 7, 2026.**

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved as to form.

FINANCING:
Receiving this report produces no financial impact. The costs of SB 707 are currently unknown.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
_X__ Administrative: This item relates to statutory compliance and governance requirements under the Ralph M. Brown Act, as amended by Senate Bill 707.

Prepared by: Shane Eben Strong, Deputy County Counsel, Ext. 3558
Approved by: Kelly Donlon, Chief Assistant County Counsel, Ext. 5313

Attachments:
1. Senate Bill 707, January 13, 2026, Public, Abridged Presentation
2. Draft Resolution

Introduced: 1/2/2026 **Current Status:** Scheduled AM

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

a. Adopt a resolution to authorize all County Eligible Subsidiary Bodies to teleconference pursuant to Government Code section 54953.8.6;
b. Receive a report on Senate Bill 707, the Brown Act Modernization Act; and,
c. Provide direction to staff as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt a resolution to authorize all County Eligible Subsidiary Bodies to teleconference pursuant to Government Code section 54953.8.6;
b. Receive a report on Senate Bill 707, the Brown Act Modernization Act; and,
c. Provide direction to staff as appropriate.

SUMMARY:
California approved approximately 27 changes to the Brown Act in the last legislative session. These changes range from mundane to the exceptionally complex. For example, the Brown Act now contemplates 10 teleconferencing schemes instead of Ralph Milton Brown's one and only teleconferencing option. Also, the State created new requirements for the County of Monterey relating to public accessibility in the form of "Eligible Legislative Bodies."

Following the presentation, the Board will be asked to consider whether to adopt a resolution to authorize all the County's Eligible Subsidiary Bodies to use teleconferencing pursuant to Government Code section 54953.8.6. Importantly, this resolution is only the first step for Eligible Subsidiary Bodies to teleconference under this code section - each subsidiary body will need to have at least one more in-person meeting to authorize teleconferencing. The Office of County Counsel encourages each subsidiary body to contact their assigned County Counsel attorney to ask questions. Pursuant to law, this authorization expires after six months, so this item will likely appear before the Board consistently.

The Board will need to next adopt a new resolution on or before **July 7, 2026.**

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved as to form.

FINANCING:
Receiving this report produces no financial impact. The costs of SB 707 are currently unknown.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
_X__ Administrative: This item relates to statutory compliance and governance requirements under the Ralph M. Brown Act, as amended by Senate Bill 707.

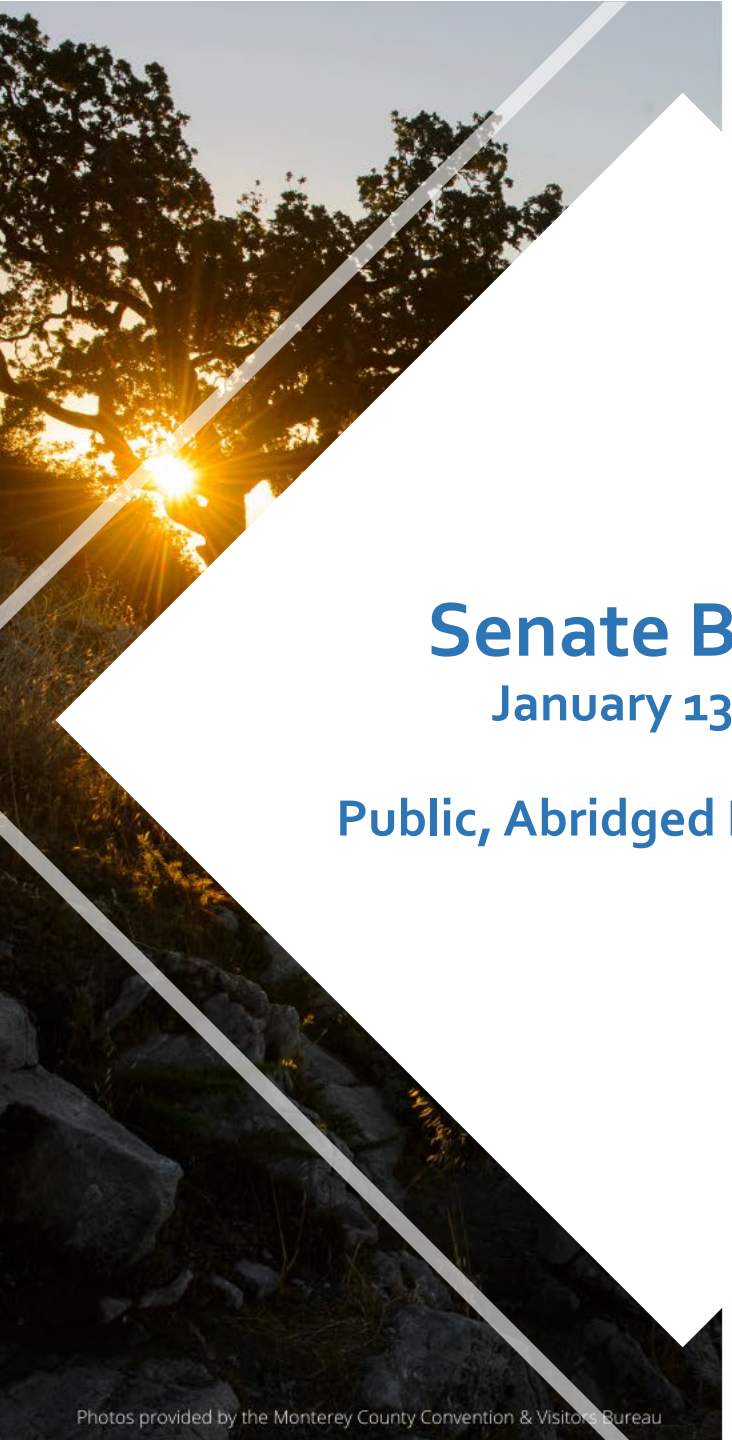
Prepared by: Shane Eben Strong, Deputy County Counsel, Ext. 3558
Approved by: Kelly Donlon, Chief Assistant County Counsel, Ext. 5313

Attachments:
1. Senate Bill 707, January 13, 2026, Public, Abridged Presentation
2. Draft Resolution

Senate Bill 707

January 13, 2026

Public, Abridged Presentation



Photos provided by the Monterey County Convention & Visitors Bureau

Senate Bill 707 of the 2025-2026 Legislative Session

- “Brown Act Modernization Act.”
- SB 707 generally runs from the mundane to the incredibly complex.
- Regarding the latter, the Legislature has created ten (10) teleconferencing processes. You do not need to know them all because the Legislature has created specific teleconferencing rules for specific Legislative Bodies which we do not represent.

Senate Bill 707 of the 2025-2026 Legislative Session

- This presentation will begin with the more mundane updates to the Brown Act. One of the changes was immediate. The others came into effect on **January 1, 2026.**
- Next, the presentation will discuss “Eligible Legislative Bodies” – a provision which goes into effect **July 1, 2026**.
- Finally, this presentation will dive into Government Code Section 54953.8 and Sequence. These are the complex teleconferencing changes, and they went into effect **January 1, 2026.**

PART I:
IMMEDIATE CONSIDERATIONS FOR ALL BROWN ACT LEGISLATIVE BODIES

General Considerations

- Traditional Brown Act Teleconferencing Rules unchanged.
- County is required to give members a copy of Brown Act.
- Social Media only a meeting if members interact with each other.
- Emergency Situations notice requirement now includes email.
- Special Meetings waiver requirement now includes telephone.
- Reporting Out for Department Head Salary from Closed Sessions.
- No Special Meetings for Salary Extended to Legislative Body.
- Zoombombing especially called out as disruptive.

Federal Americans with Disability Act Requirements Supersede Brown Act

- Effective **January 1, 2026.** Incorporates the ADA into the Brown Act. Long legal timeline on this.
- If a member demonstrates disability, the body must provide a “reasonable accommodation” to attend by “remote participation.”
- Remote member **must be treated as in-person** for purposes of quorum and voting.
- Requirements of teleconferencing member:
  - Use both audio and visual technology (except if their disability precludes visual technology, in which case audio is still required); and
  - Disclose if anyone over the age of 18 years of age is present and relationship.
- **Please note:** Remote-participating member does not disclose their location on the agenda (See Government code section 54953, subdivision (e)(2)(B)(3) discussing “remote participation”).
- **Who makes reasonable accommodation determination?**

PART II:
GOVERNMENT CODE SECTION 54953.4
(“Eligible Legislative Body”)

Eligible Legislative Body Definition

- Very limited in scope (for now)
  - According to CSAC, an earlier draft included all counties.
- **There are four categories of Eligible Legislative Bodies:**
  - City with population over 30,000.
  - City in a County where the County's population is over 600,000.
  - The Board of Supervisors of a County with a population of 30,000 or more.
    - Applies to County of Monterey. Only applies to the Board of Supervisors; does not apply to Committees, Commissions, etc.
  - Large Special Districts

Eligible Legislative Body Duties

- An ELB has three general duties under SB 707:
  - “Mandatory Zoom” for the Public,
  - Provide some translated materials, and
  - Promote Public Participation

Eligible Legislative Body: "Mandatory Zoom"

- **All Meetings Require Realtime Two-Way Communications (Zoom).***
  - Must call-in option and activate any automatic captioning.
  - The public's right to make public comment is the same as in-person.
- **BOS must Adopt Policy on or before July 1, 2026**. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts the ELB shall make to attempt to restore the service.
- **Disruption, One-Hour Cure. Regardless of policy, these are the minimums.**
  - BOS shall recess for at least one hour and make a good faith attempt to restore the service.
  - BOS may adjourn to its scheduled closed session during this one-hour period.
  - BOS may convene after at least one hour following the disruption, or until real-time two-way communication is restored, whichever is earlier.
- If the disruption not cured after one hour and BOS wants to continue the people's business, BOS must find by rollcall vote:
  - Good faith efforts to restore the service have been made in accordance with its policy, and
  - The public interest in continuing the meeting outweighs the public interest in remote public access.

Eligible Legislative Body: "Mandatory Zoom"

- **"Mandatory Zoom" is not required in the following circumstances**:
  - **Proceeding.** Attend a judicial or administrative proceeding where the ELB is a party.
  - **Property Inspection.** Inspect real or personal property (if the meeting is only for that).
  - **Superior Electeds.** Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.
  - **Facility.** Meet relating solely to an ELB-owned facility held at or near the facility.
  - **Emergency.** Meet in an emergency situation pursuant to Section 54956.5.

Eligible Legislative Body: Translations

- The BOS must assist the public with interpretation services, so long as those services are not disruptive. The ELB body shall publicize instructions on how to request this assistance. Assistance may include any of the following, at the ELB's prerogative:
  - Provide space for interpreter(s) at the meeting.
  - Allow extra time for interpretation to occur.
  - Allow participants to use their personal equipment or commercially available interpretation services.
- **SB 707 does NOT require the BOS to provide interpretation,** but the ELB may elect to provide interpretation services. The ELB is **not liable for interpretation**.
- The BOS **must** translate the agenda – but not the agenda packet – for each of its meetings into Spanish (maybe Tagalog and Arabic, too).
  - The BOS is not responsible or liable for the content of the translation.
  - Each translation shall include instructions in its language on how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.
  - The accessible internet webpage provided shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the Board's homepage.
  - Digital translation services is acceptable.
- The BOS **shall** provide an area for the public to post their own translated agendas.

Eligible Legislative Body: Participation

- BOS shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings: **Updates to webpage**
- BOS must make reasonable efforts, at its sole discretion and **without liability**, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:
  - Media organizations that provide news coverage in the jurisdiction, including media organizations that serve non-English-speaking communities.
  - Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

PART III:

GOVERNMENT CODE SECTION 54953.8 AND SEQUENCE

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.1	Health Authority Districts
Government Code section 54953.8.2	State of Emergency
Government Code section 54953.8.3	Just Cause
Government Code section 54953.8.4	Eligible Neighborhood Councils
Government Code section 54953.8.5	Eligible Community College Student Organizations
Government Code section 54953.8.6	Eligible Subsidiary body
Government Code section 54953.8.7	Multijurisdictional body

- Section 54953.8 contains teleconferencing requirements which apply to all subsequent statutes
- The seven subsequent statutes are different kinds of teleconferencing statutes with their own rules.
- The requirements of Section 54953.8 and sequence are **cumulative.**

Government Code Section 54953.8

Government Code section 54953.8

Requirements of Government Code 54953.8 – Review the statute every time

- **Realtime Two-Way Communications. (Zoom*)**
- **Realtime Communications Link on Agenda.**
- **Internet Disruptions.** No action until public access is restored.
- **Prohibit Pre-Meeting Public Comment Requirement.**
- **Hold Open Public Comments Long Enough for Public to Participate Remotely.**
- **Member's Name in Minutes – NO LOCATION IN AGENDA.** The member using this section **appear in the meeting minutes**.
- **Reasonable Accommodation Procedure.** Body implement a reasonable accommodation request process for the public.
- **Notice of Persons over the Age of 18 Years.** Disclose whether anyone over the age of 18 years of age is in the room and the relationship of the member with that person.

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.2	State of Emergency
Government Code section 54953.8.3	Just Cause

State of Emergency (54953.8.2) in available to **ALL** legislative bodies –

- **Basically AB 361:** majority vote of imminent risk to in-person attendance; must be revisited every 45 days.
- **Broader than AB 361:** specifically authorizes local emergencies.
- No location in agenda requirement.
- **Read statute.**

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.2	State of Emergency
Government Code section 54953.8.3	Just Cause

Just Cause (54953.8.3) is available to **ALL** legislative bodies:

- **Quorum in One Physical Location.**
- **Member Reports of General Need for Teleconferencing.**
- **Realtime Two-way Communications.** The member uses both audio and visual technology.
- **Limit on Uses Per Calendar Year.** 2 or 5 or 7 **(Read statute)**
- **Just Cause in Minutes – NOT AGENDA (Read statute):**
  - Caregiving; Contagious illness; Physical or mental condition; Travel; Immunocompromised family member; Physical or family medical emergency; Military service obligations.
- No location in agenda requirement.

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.6	Eligible Subsidiary body
Government Code section 54953.8.7	Multijurisdictional body

"Eligible Subsidiary Body" Definition: A Brown Act Legislative Body which is **exclusively** in an advisory capacity, and takes no final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

- **Elections, Budget, Police Oversight, Privacy, Public Library Material Access, and Taxes/Spending Committees.** The Committee does not have primary subject matter jurisdiction focusing on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.6	Eligible Subsidiary body
Government Code section 54953.8.7	Multijurisdictional body

“Eligible Subsidiary Body” Teleconferencing Requirements

- **One Physical Location.** One location within the body’s boundaries. No body member needs to go to the location, but at least one staff member. Agenda at physical location only.
- **Appearance.** Members should have their cameras and audio on.
- **Parent Legislative Body Findings.** Parent Legislative Body makes these findings (**for the first time**, and **every six months thereafter).**
  - The Parent Legislative Body considered the circumstances of the Eligible Subsidiary Body.
  - Teleconference ESB meetings would enhance public access, and the public **1)** is notified of remote participation and **2)** has been provided the opportunity to comment at an in-person meeting of the Parent Legislative Body.
  - Teleconference would promote the attraction, retention, and diversity of ESB.
- ESB must then approve teleconferencing after PLB approval.
- No location in agenda requirement.

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.6	Eligible Subsidiary body
Government Code section 54953.8.7	Multijurisdictional body

“Eligible Subsidiary Body” Key Highlights:

- **The Elected Official Rule.** An elected official (in their official capacity) serving on a ESB cannot use ESB teleconferencing.
  - CONSIDER the consequences of Just Cause in an ESB.
- PLBs may **prohibit** teleconferencing under this Section.
- Recommendations can lead to delay of **2 regular PBL meetings.**

Government Code Section 54953.8

Government Code section 54953.8	
Government Code section 54953.8.6	Eligible Subsidiary body
Government Code section 54953.8.7	Multijurisdictional body

"Multijurisdictional body" Definition: Body which includes representatives from more than one county, city, city/county, or special district (including Joint Powers Entity).

"Multijurisdictional body" Requirements: all of the following:

- **Adopt Resolution** at a regular meeting; and
- **Quorum in Physical Locations in the Jurisdiction;** and
- **Compensated Members Appear in Physical Location**; and
- **Agenda identifies who appears remotely**; and
- **Remote members use Realtime Two-way Communications**; and
- The teleconferencing member's location is **more than 20 miles** from any physical meeting location; and
- **Use Limits.** Teleconferencing is limited **2** or **5** or **7** times per calendar year.
- No location in agenda requirement.

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

Resolution No. ____	)
Approving and adopting teleconferencing for	)
all County of Monterey Eligible Subsidiary	)
Bodies pursuant to Government Code section	)
54953.8.6.	)

WHEREAS, California law created teleconferencing requirements for Eligible Subsidiary Bodies in Government Code section 54953.8.6, effective January 1, 2026; and

WHEREAS, an "Eligible Subsidiary Body" is defined as a Brown Act Legislative Body which serves exclusively in an advisory capacity, lacks authority to take final action, and further lacks primary subject matter jurisdiction on elections, budgets, police oversight, privacy, public library material access, or taxes or related spending proposals; and

WHEREAS, the Board of Supervisors has considered the circumstances of the County's Eligible Subsidiary Bodies and finds teleconference meetings would enhance public access to County meetings, provided the Eligible Subsidiary Bodies notify the public of remote participation on Zoom,© Teams,© or similar teleconferencing platform in their agendas; and

WHEREAS, the Board of Supervisors further finds teleconferenced meetings would promote the attraction, retention, and diversity of Eligible Subsidiary Body members; and

WHEREAS, the Board of Supervisors has provided the public this opportunity to comment at the Board's in-person meeting; and

WHEREAS, Government Code section 54953.8.6 requires the Board of Supervisors to reauthorize teleconferencing of Eligible Subsidiary Bodies every six months.

NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey that the County's Eligible Subsidiary Bodies may use teleconferencing pursuant to Government Code section 54953.8.6 until **July 8, 2026**.

PASSED AND ADOPTED on this 13 day of January, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated: _____

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

By _____
, Deputy

Introduced: 12/23/2025
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

PLN250191 - FRANSCIONI ERMA A TR ET AL and JACKSON FAMILY INVESTMENTS LLC

Public Hearing to consider a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D). Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres with these three adjusted parcels to remain under a new or amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract.

Project Location: 32070, 32080, 32176, and 32721 River Road, Soledad, CA 93960

Proposed CEQA Action: Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines (Guidelines)w, section 15305 and that the revisions to the open space contracts under the Williamson Act qualify the project for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to Guidelines section 15300.2

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption from CEQA under Guidelines section 15305, that the revisions to the open space contracts under the Williamson Act qualify the project for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to Guidelines section 15300.2;
2. Approve a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D).
3. Authorize the Chair of the Board to execute a new or amended Farmland Security Zone Contract rescinding a portion of the existing Farmland Security Zone Contract No. 2012-007 and No. 2012-008 (Board of Supervisors Resolution No. 00-462) to reflect the newly reconfigured parcels, and simultaneously execute a new or amended Farmland Security Zone Contract between the County and Gary Franscioni, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural

Preserve Policies or Procedures; and
4. Direct the Clerk of the Board to record the new or amended contracts with corresponding recording fees to be paid by the property owners.

SUMMARY:
Property owners Gary Franscioni and Jackson Family Investments LLC propose to adjust the boundaries between four lots west of River Road outside of the City of Gonzales. As stated in the application, the purpose of the Lot Line Adjustment is to align the parcels with the current agricultural use of the land. Three of the properties (Parcels A, B, and C) are owned by Franscioni and are subject to existing Williamson Act Contracts. The fourth parcel (Parcel D) is owned by Jackson Family Investments, LLC and is not subject to a Williamson Act contract. Adjusting the boundaries, size, shape and legal description of the properties under Williamson Act triggers the need to amend the Williamson Act contracts on the land. This action includes both the Lot Line Adjustment and amendments to the Williamson Act contracts.

This Lot Line Adjustment will transfer less than 10 acres between the 4 lots resulting in similar lot sizes and configurations. All properties are over 50 acres in size and will remain over 50 acres as adjusted. No new lots will be created. HCD staff has reviewed the proposed Lot Line Adjustment and found it consistent with the applicable policies.

DISCUSSION:
Williamson Act Requirements
On December 12, 2000, pursuant to Board of Supervisors Resolution No. 00-462, the Board found and declared that:

> …as long as Government Code Section 51257 remains in effect, no proposed Lot Line Adjustment involving land under agricultural preserve contract pursuant to the Williamson Act shall be approved unless all of the findings enumerated in Government Code Section 51257 are made by the Board of Supervisors with respect to the agricultural preserve parcels proposed to be adjusted. (Board Resolution No. 00-462). **(Attachment F).**

To facilitate a Lot Line Adjustment of Williamson Act Lands, Government Code section 51257 provides:

> 51257.
> (a) To facilitate a Lot Line Adjustment, pursuant to subdivision (d) of Section 66412 […], the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:
> (1) The new contract or contracts would enforcibly restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
> (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
> (3) At least 90 percent of the land under the former contract or contracts remains under the

new contract or contracts.

(4) After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

(5) The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(6) The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

(7) The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

(b) Nothing in this section shall limit the authority of the Board or Council to enact additional conditions or restrictions on lot line adjustments.

(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.

Proposed findings pursuant to Government Code section 51257 are included in **Attachment A** - Draft Resolution and summarized below.

Pursuant to Government Code section 51257(a)(1), Parcels A, B, and C of the Lot Line Adjustment will be subject to a new or amended contract which will enforceably restrict the adjusted boundaries of the adjusted parcels for an initial term for at least as long as the unexpired term of the rescinded contract. Government Code Section 51257(a)(2) requires that there is no net decrease in the amount of the acreage restricted. However, following the adjustment there will be a 9.78 acre decrease in the amount of acreage restricted pursuant to Farmland Security Zone Contract No. 00-011.

Pursuant to Government Code section 51257(a)(3), Lot Line Adjustments involving land under Williamson Act Contract must meet the finding that 90 percent of the originally contracted acreage remains under the new contract. After the Lot Line Adjustment, at least 90 percent of the land under the former contract will remain under the new or amended contract.

Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. Ninety percent (90%) of 177.76 acres is approximately 160 acres. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres the amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract currently and will not be subject to a new or amended contract as part of this project.

Pursuant to Government Code section 51257(a)(4), adjusted Parcels A and C which will remain subject to Farmland Security Zone Contract No. 2012-007 as amended, and adjusted Parcel C which will remain subject to Farmland Security Zone Contract No. 2012-008 as amended, will all be large enough to sustain agricultural use, as defined in Government Code section 51222. which provides as indicated below:

51222. The Legislature further declares that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime

agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

The smallest parcel resulting from the Lot Line Adjustment would be more than 56 acres in size. Additionally, the purpose of the Lot Line Adjustment is to reflect the agricultural uses already occurring on the property.

Pursuant to Government Code section 51257(a)(5), the Lot Line Adjustment will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts. All parcels are actively farmed and only Parcel B has two structures on it. Pursuant to Government Code Section 51257(a)(6), the Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use. The Franscioni Living Trust has historically grown their wine vineyards along the property line of the Jackson Family Investments III LLC property and intends to continue their farming operation. The purpose of the proposed Lot Line Adjustment is to move the existing property line of Parcel 1 resulting in a transfer of acreage to Parcel 2 to be consistent with current farming operations.

Pursuant to Government Code section 51257(a)(7), the Lot Line Adjustment will not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan. Four parcels exist currently, and four parcels will exist after this Lot Line Adjustment. As noted on the Lot Line Adjustment Map, portions of the two parcels lie within the floodplain of the Salinas River which bisects Parcel 1 (**Attachment A, Exhibit 2**). **Monterey County Code:**

The 2010 Monterey County General Plan, Policy LU-1.16, provides that lot line adjustments between or among lots that do not conform to minimum parcel size standards may be allowed if the resultant lots are consistent with all other General Plan policies, zoning, and building ordinances and the Lot Line Adjustment would:

(c) resolve a boundary issue between or among affected owners,
(g) better achieve the goals, policies and objectives of the General Plan and,
(h) facilitate Routine and Ongoing Agricultural activities.

This project does conform to the minimum parcel size in the Farmland, 40-acre minimum (F/40) zoning district. Jackson Family Investments III LLC has allowed The Franscioni Living Trust to grow their vineyards on a total of 177.76 acres of land adjacent to the Salinas River which is in the Floodway Zone “AE” according to the Flood Insurance Rate Map Community Panel (No. 06053C0360G) dated April 2, 2009, but the subject parcels are not within the flood zone themselves. The proposed Lot Line Adjustment would resolve a boundary issue between Jackson Family Investments III LLC and the Franscioni Living Trust farming operations (LU-1.16(c)). No additional development is proposed with this lot line adjustment.

OTHER AGENCY INVOLVEMENT:
The agencies have reviewed the project, had no comments, and/or had no recommended conditions.

The Office of the County Counsel shall prepare a new or amended contract reflecting the changes to existing Farmland Security Zone Contracts No. 2012-007 and No. 2012-008 as it applies to the reconfigured Williamson Act parcels. The County Surveyor, and the Assessor's Office will review the legal descriptions for accuracy upon receipt from the Applicants.

ADVISORY COMMITTEE:
The proposed project was reviewed by the Agricultural Advisory Committee (AAC) on November 20, 2025. The AAC unanimously recommended approval of the project without concerns by a vote of 7-0 with 4 members absent (**Attachment C**).

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development, General Fund 001, Appropriation Unit HCD002, Unit 8543. Recording fees for new or amended Williamson Act contracts will be the responsibility of the property owners.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A and B: Well-being and quality of life, and sustainable infrastructure for the present and future. The proposed lot line adjustment strives to provide consistency in agricultural usage of fields to prevent future potential negative impacts to the lands agricultural use or the overall quality of life for residents. It also enables the development of safe and resilient communities in its economic growth while further adhering to the requirements of the Williamson Act.

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

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>
Prepared by: Jordan Evans-Polockow, Assistant Planner, x7065
Approved by: Craig Spencer, Director of Housing and Community Development

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

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Exhibit 1 - Recommended Conditions of Approval
Exhibit 2 - Lot Line Adjustment Map

Attachment B - Vicinity Map
Attachment C - Farmland Security Zone Contract No. 2012-007 (Board of Supervisors Resolution No. 00-462)
Attachment D - Farmland Security Zone Contract No. 2012-008 (Board of Supervisors Resolution No. 00-462)
Attachment E - Board Resolution No. 00-462

cc: Front Counter Copy; Gonzales Rural Fire Protection District; Environmental Health Bureau; Agricultural Commissioner's Office; Jordan Evans-Polockow, Planner; Craig Spencer, Director of Housing and Community Development; Agricultural Preservation Review Committee - Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office, Nadia Ochoa, Management Analyst, Agricultural Commissioner's Office, Mary Grace Perry, Deputy County Counsel, Office of the County Counsel; Franscioni Living Trust and Jackson Family Investments III LLC, Property Owners; Lynn Kovach, Agent; The Open Monterey Project; LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Planning File PLN250191

Introduced: 12/23/2025
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

PLN250191 - FRANSCIONI ERMA A TR ET AL and JACKSON FAMILY INVESTMENTS LLC

Public Hearing to consider a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D). Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres with these three adjusted parcels to remain under a new or amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract.
Project Location: 32070, 32080, 32176, and 32721 River Road, Soledad, CA 93960
Proposed CEQA Action: Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines (Guidelines)w, section 15305 and that the revisions to the open space contracts under the Williamson Act qualify the project for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to Guidelines section 15300.2

RECOMMENDATION:

It is recommended that the Board of Supervisors:
1. Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption from CEQA under Guidelines section 15305, that the revisions to the open space contracts under the Williamson Act qualify the project for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to Guidelines section 15300.2;
2. Approve a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D).
3. Authorize the Chair of the Board to execute a new or amended Farmland Security Zone Contract rescinding a portion of the existing Farmland Security Zone Contract No. 2012-007 and No. 2012-008 (Board of Supervisors Resolution No. 00-462) to reflect the newly reconfigured parcels, and simultaneously execute a new or amended Farmland Security Zone Contract between the County and Gary Franscioni, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural

Preserve Policies or Procedures; and
4. Direct the Clerk of the Board to record the new or amended contracts with corresponding recording fees to be paid by the property owners.

SUMMARY:
Property owners Gary Franscioni and Jackson Family Investments LLC propose to adjust the boundaries between four lots west of River Road outside of the City of Gonzales. As stated in the application, the purpose of the Lot Line Adjustment is to align the parcels with the current agricultural use of the land. Three of the properties (Parcels A, B, and C) are owned by Franscioni and are subject to existing Williamson Act Contracts. The fourth parcel (Parcel D) is owned by Jackson Family Investments, LLC and is not subject to a Williamson Act contract. Adjusting the boundaries, size, shape and legal description of the properties under Williamson Act triggers the need to amend the Williamson Act contracts on the land. This action includes both the Lot Line Adjustment and amendments to the Williamson Act contracts.

This Lot Line Adjustment will transfer less than 10 acres between the 4 lots resulting in similar lot sizes and configurations. All properties are over 50 acres in size and will remain over 50 acres as adjusted. No new lots will be created. HCD staff has reviewed the proposed Lot Line Adjustment and found it consistent with the applicable policies.

DISCUSSION:
Williamson Act Requirements
On December 12, 2000, pursuant to Board of Supervisors Resolution No. 00-462, the Board found and declared that:

> …as long as Government Code Section 51257 remains in effect, no proposed Lot Line Adjustment involving land under agricultural preserve contract pursuant to the Williamson Act shall be approved unless all of the findings enumerated in Government Code Section 51257 are made by the Board of Supervisors with respect to the agricultural preserve parcels proposed to be adjusted. (Board Resolution No. 00-462). **(Attachment F).**

To facilitate a Lot Line Adjustment of Williamson Act Lands, Government Code section 51257 provides:

> 51257.
> (a) To facilitate a Lot Line Adjustment, pursuant to subdivision (d) of Section 66412 […], the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:
> (1) The new contract or contracts would enforcibly restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
> (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
> (3) At least 90 percent of the land under the former contract or contracts remains under the

new contract or contracts.

(4) After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

(5) The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(6) The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

(7) The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

(b) Nothing in this section shall limit the authority of the Board or Council to enact additional conditions or restrictions on lot line adjustments.

(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.

Proposed findings pursuant to Government Code section 51257 are included in **Attachment A** - Draft Resolution and summarized below.

Pursuant to Government Code section 51257(a)(1), Parcels A, B, and C of the Lot Line Adjustment will be subject to a new or amended contract which will enforceably restrict the adjusted boundaries of the adjusted parcels for an initial term for at least as long as the unexpired term of the rescinded contract. Government Code Section 51257(a)(2) requires that there is no net decrease in the amount of the acreage restricted. However, following the adjustment there will be a 9.78 acre decrease in the amount of acreage restricted pursuant to Farmland Security Zone Contract No. 00-011.

Pursuant to Government Code section 51257(a)(3), Lot Line Adjustments involving land under Williamson Act Contract must meet the finding that 90 percent of the originally contracted acreage remains under the new contract. After the Lot Line Adjustment, at least 90 percent of the land under the former contract will remain under the new or amended contract.

Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. Ninety percent (90%) of 177.76 acres is approximately 160 acres. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres the amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract currently and will not be subject to a new or amended contract as part of this project.

Pursuant to Government Code section 51257(a)(4), adjusted Parcels A and C which will remain subject to Farmland Security Zone Contract No. 2012-007 as amended, and adjusted Parcel C which will remain subject to Farmland Security Zone Contract No. 2012-008 as amended, will all be large enough to sustain agricultural use, as defined in Government Code section 51222. which provides as indicated below:

51222. The Legislature further declares that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime

agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

The smallest parcel resulting from the Lot Line Adjustment would be more than 56 acres in size. Additionally, the purpose of the Lot Line Adjustment is to reflect the agricultural uses already occurring on the property.

Pursuant to Government Code section 51257(a)(5), the Lot Line Adjustment will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts. All parcels are actively farmed and only Parcel B has two structures on it. Pursuant to Government Code Section 51257(a)(6), the Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use. The Franscioni Living Trust has historically grown their wine vineyards along the property line of the Jackson Family Investments III LLC property and intends to continue their farming operation. The purpose of the proposed Lot Line Adjustment is to move the existing property line of Parcel 1 resulting in a transfer of acreage to Parcel 2 to be consistent with current farming operations.

Pursuant to Government Code section 51257(a)(7), the Lot Line Adjustment will not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan. Four parcels exist currently, and four parcels will exist after this Lot Line Adjustment. As noted on the Lot Line Adjustment Map, portions of the two parcels lie within the floodplain of the Salinas River which bisects Parcel 1 (**Attachment A, Exhibit 2**). **Monterey County Code:**

The 2010 Monterey County General Plan, Policy LU-1.16, provides that lot line adjustments between or among lots that do not conform to minimum parcel size standards may be allowed if the resultant lots are consistent with all other General Plan policies, zoning, and building ordinances and the Lot Line Adjustment would:

(c) resolve a boundary issue between or among affected owners,
(g) better achieve the goals, policies and objectives of the General Plan and,
(h) facilitate Routine and Ongoing Agricultural activities.

This project does conform to the minimum parcel size in the Farmland, 40-acre minimum (F/40) zoning district. Jackson Family Investments III LLC has allowed The Franscioni Living Trust to grow their vineyards on a total of 177.76 acres of land adjacent to the Salinas River which is in the Floodway Zone “AE” according to the Flood Insurance Rate Map Community Panel (No. 06053C0360G) dated April 2, 2009, but the subject parcels are not within the flood zone themselves. The proposed Lot Line Adjustment would resolve a boundary issue between Jackson Family Investments III LLC and the Franscioni Living Trust farming operations (LU-1.16(c)). No additional development is proposed with this lot line adjustment.

OTHER AGENCY INVOLVEMENT:
The agencies have reviewed the project, had no comments, and/or had no recommended conditions.

The Office of the County Counsel shall prepare a new or amended contract reflecting the changes to existing Farmland Security Zone Contracts No. 2012-007 and No. 2012-008 as it applies to the reconfigured Williamson Act parcels. The County Surveyor, and the Assessor's Office will review the legal descriptions for accuracy upon receipt from the Applicants.

ADVISORY COMMITTEE:
The proposed project was reviewed by the Agricultural Advisory Committee (AAC) on November 20, 2025. The AAC unanimously recommended approval of the project without concerns by a vote of 7-0 with 4 members absent (**Attachment C**).

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development, General Fund 001, Appropriation Unit HCD002, Unit 8543. Recording fees for new or amended Williamson Act contracts will be the responsibility of the property owners.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A and B: Well-being and quality of life, and sustainable infrastructure for the present and future. The proposed lot line adjustment strives to provide consistency in agricultural usage of fields to prevent future potential negative impacts to the lands agricultural use or the overall quality of life for residents. It also enables the development of safe and resilient communities in its economic growth while further adhering to the requirements of the Williamson Act.

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

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>
Prepared by: Jordan Evans-Polockow, Assistant Planner, x7065
Approved by: Craig Spencer, Director of Housing and Community Development

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

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Exhibit 1 - Recommended Conditions of Approval
Exhibit 2 - Lot Line Adjustment Map

Attachment B - Vicinity Map
Attachment C - Farmland Security Zone Contract No. 2012-007 (Board of Supervisors Resolution No. 00-462)
Attachment D - Farmland Security Zone Contract No. 2012-008 (Board of Supervisors Resolution No. 00-462)
Attachment E - Board Resolution No. 00-462

cc: Front Counter Copy; Gonzales Rural Fire Protection District; Environmental Health Bureau; Agricultural Commissioner's Office; Jordan Evans-Polockow, Planner; Craig Spencer, Director of Housing and Community Development; Agricultural Preservation Review Committee - Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office, Nadia Ochoa, Management Analyst, Agricultural Commissioner's Office, Mary Grace Perry, Deputy County Counsel, Office of the County Counsel; Franscioni Living Trust and Jackson Family Investments III LLC, Property Owners; Lynn Kovach, Agent; The Open Monterey Project; LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Planning File PLN250191

Attachment A

This page intentionally left blank.

DRAFT RESOLUTION

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

In the matter of the application of:
FRANSCIONI ERMA A ET AL and JACKSON FAMILY INVESTMENTS LLC (PLN250191)

RESOLUTION NO. ----

Resolution of the Monterey County Board of Supervisors to:

1) Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines (Guidelines) section 15305 and that the revisions of open space contracts under the Williamson Act qualifies for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no exceptions pursuant to CCR section 15300.2;
2) Approve a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C – Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B – APN 216-023-017-000); and 167.89 acres – APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D).;
3) Authorize the Chair of the Board to execute a new or amended Farmland Security Zone Contract rescinding a portion of the existing Farmland Security Zone Contract No. 2012-007 and 2012-008 (Board of Supervisors Resolution No. 00-462) to reflect the newly reconfigured Williamson Act parcel, and simultaneously execute a new or amended Farmland Security Zone Contract between the County and The Franscioni Living Trust, reflecting the new legal description and current ownership interest and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Polities or Procedures; and

4) Direct the Clerk of the Board to record the new or amended contract with corresponding recording fees to be paid by the property owner.

[PLN220367, FRANSCIONI ERMA A TR ET AL, 32070, and 32721 River Road, Soledad, (Assessor's Parcel Number: 216-023-015-000), (Assessor's Parcel Number: 216-023-017-000) and (Assessor's Parcel Number 216-023-014-000), Central Salinas Valley Area Plan and JACKSON FAMILY INVESTMENTS LLC, 32080 and 32176 River Road, Soledad (Assessor's Parcel Number: 216-023-006-000), Central Salinas Valley Area Plan].

The FRANSCIONI LIVING TRUST AND JACKSON FAMILY INVESTMENTS III LLC application (PLN250191) came on for a public hearing before the Board of Supervisors of the County of Monterey on January 13t 2026. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors of the County of Monterey finds and decides as follows:

FINDINGS

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

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

- the 2010 Monterey County General Plan;
- Central Salinas Valley Area Plan;
- Monterey County Subdivision Ordinance (Title 19); and
- Monterey County Zoning Ordinance (Title 21).

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

b) The project includes a Lot Line Adjustment between four legal lots of record, including:

- Parcel A; 66.24 acres; (Assessor's Parcel Number: 216-023-015-000 under Williamson Act Contract No. 2012-007);
- Parcel B; 53.90 acres; (Assessor's Parcel Number: 216-023-017-000 under Williamson Act Contract No. 2012-007);
- Parcel C; 57.62 acres; (Assessor's Parcel Number: 216-023-014-000 under Williamson Act Contract No. 2012-008); and
- Parcel D; 167.89 acres (Assessor's Parcel Number: 216-023-006-000) which is not under currently a Williamson Act Contract.

After this Lot Line Adjustment, the resulting lots will include:

- Parcel 1; 59.38 acres under a new or amended Williamson Act Contract;
- Parcel 2; 60.20 acres under a new or amended Williamson Act Contract;

- Parcel 3; 56.08 acres under a new or amended Williamson Act Contract;
- Parcel 4; 169.96 acres.

c) Lot Legality. The Francioni parcels (Parcels A, B, and C) as well as the Jackson Investments parcel (Parcel D) are shown in their current configurations in the Parcel Map recorded at Volume 22 Page 113, known as "Maps of the Partition of the Paraje de Sanchez Ranchos and Ex-Mission Soledad Rancho" is in Document No. 432000234 dated April of 2009. Therefore, the subject properties are legal lots of record.

d) Allowed Use. The properties are located at 32070, 32080, 32176, and 32721 River Road, Soledad (Assessor's Parcel Number: 216-023-015-000 – Parcel A), (Assessor's Parcel Number: 216-023-017-000 – Parcel B), and (Assessor's Parcel Number: 216-023-014-000 – Parcel C) and Assessor's Parcel Number: 216-023-006-000 – Parcel D, all within the Central Salinas Valley Area Plan. Parcels A, B, C, and D are currently zoned Farmland, 40 acres per unit or "F/40". All lots are farmed with row crops. Farming is a principally permitted use in the Farmland Zoning District. There are two single-family dwellings and a non-habitable accessory structure on Parcel C, with no other dwellings on Parcels A, B, and D. Parcels A, B, and C are farmed by the Franscioni Living Trust. Portions of Parcels A, B, and C, as well as all of Parcel D are farmed by Jackson Family Investments III LLC. This project will adjust the boundaries between the four properties such that the Franscioni Living Trust operations will be entirely within adusted Parcels 1, 2, and 3, and Jackson Family Investments III LLC operations will be entirely within adjusted Parcel 4.

Jackson Family Investments III LLC has allowed the Franscioni Living Trust to grow wine vineyards on acres of land adjacent to the Salinas River. The proposed Lot Line Adjustment would resolve a boundary issue between Jackson Family Investments III LLC and the Franscioni Living Trust farming operations. All lots conform to the minimum 40 acre parcel size in the Farmland Zone both in their existing configuration and as proposed in this lot line adjustment. Therefore, the project is an allowed land use for this site. No additional development is proposed with this Lot Line Adjustment.

e) Visual Sensitivity. The project is located in an area of visual sensitivity along River Road according to the Central Salinas Valley Scenic Highways and Visual Sensitivity Map (Figure 13). The project does not propose to build any new structures as part of this application.

f) Willimason Act and Agricultural and Winery Corridor Plan (AWCP). Both parcels are located within the Central/Arroyo Seco/River Road segment of the AWCP. Parcels A, B, and C are currently under Williamson Act Contract (Nos. 2012-007 and 2012-008), which would allow the continued agricultural use under an amended contract. Parcel D is not subject to a Williamson Act Contract; no contract is currently proposed for Parcel D.

g) Agricultural Advisory Committee (AAC) Review. The project was referred to the Agricultural Advisory Committee pursuant to Board of Supervisors adopted Guidelines on November 20, 2025. The committee

members unanimously recommended approval of the project without any changes by a vote of 7-0 with 4 members absent.

h) The project planner conducted a virtual site inspection on November 19, 2025, to verify that the project on the subject parcel conforms to the plans listed above.

i) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey Department of Housing and Community Development (HCD-Planning) are found in HCD-Planning Project File No. PLN250191.

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

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, Environmental Health Bureau, Gonzales Rural Fire Protection District, and the Agricultural Commissioner's Office. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. The conditions recommended by the reviewing agencies have been incorporated into this permit.

b) Staff conducted a virtual site inspection on November 19, 2025, to verify that the site is suitable for this use.

c) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey HCD-Planning are found in Project File No. PLN250191.

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

EVIDENCE:

a) The project was reviewed by HCD-Planning, Environmental Health Bureau, Gonzales Rural Fire Protection District and the Agricultural Commissioner's Office. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) This Lot Line Adjustment will not change any physical conditions at the site or in the vicinity.

c) Staff conducted a virtual site inspection on November 19, 2025 to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning are found in Project File No. PLN250191.

4. FINDING: **NO VIOLATIONS –** The subject property complies with all rules and regulations pertaining to zoning uses, subdivision, and any other

applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:
a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on the subject properties.
b) Staff conducted a virtual site inspection on November 19, 2025, and researched County records to assess if any violation exists on the subject property.
c) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning are found in Project File No. PLN250191.

5. FINDING: **LOT LINE ADJUSTMENT -** The adjustment of the parcels is consistent with Subdivision Map Act and Title 19 (Subdivision Ordinance – Inland) of the Monterey County Code including the following required findings:
1. The lot line adjustment is between two (or more) existing adjacent parcels;
2. A greater number of parcels than originally existed will not be created as a result of the lot line adjustment; and
3. The parcels resulting from the lot line adjustment conform to County zoning and building ordinances.

EVIDENCE:
a) Lot Line Adjustments between four or fewer adjoining parcels are identified as an exclusion to the requirements of the Subdivision Map Act (California Government Code section 66412(d)). No tentative, parcel, or final map is required for the lot line adjustment. To appropriately document the boundary changes, the Owner/Applicant shall record a deed for the respective parcels to reflect the adjustment (Condition No. 3) and a Certificate of Compliance for each new lot shall be filed (Condition No. 4).
b) The LLA is between four contiguous lots. It will not create a greater number of parcels than originally existed. Four contiguous separate legal parcels of record will be adjusted, resulting in four contiguous legal parcels of record.
c) The LLA is consistent with Title 21 (Zoning Ordinance) of the Monterey County Code and County staff verified that the subject property complies with all rules and regulations pertaining to the use of the property, and no violations exist on the property (see Finding Nos. 1, 2, and 4).
d) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN250191.

6. FINDING: **CEQA (Exempt) –** The project is a Lot Line Adjustment, which is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:
a) California Environmental Quality Act (CEQA) Guidelines section 15305 (a) categorically exempts minor Lot Line Adjustments that do not result in the creation of any new parcels. Additionally, the revision of

open space contracts under the Williamson Act qualify for a Class 17 Categorical Exemption pursuant to CEQA Guidelines section 15317.

b) The subject application for a Lot Line Adjustment is minor in nature and will not result in the creation of any new parcels. See Finding No. 5.

c) None of the exceptions under CEQA Guidelines section 15300.2 apply to this project. The project does not involve a designated historical resource, a hazardous waste site, development located near or within view of a scenic highway, unusual circumstances that would result in a significant effect, or development that would result in a cumulative significant impact. No structural development is proposed as part of this project.

d) No adverse environmental effects were identified during staff review of the development application during a virtual site visit on November 19, 2025.

e) See supporting Finding Nos. 1 and 2. The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning are found in Project File No. PLN250191.

7. FINDING: **WILLIAMSON ACT – CONTRACTS** – Pursuant to California Government Code section 51257(a)(1), the new contract or amended contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

EVIDENCE: a) The term of the original Farmland Security Zone Contract (Contract Nos. 2012-007 and 2012-008) is 20 years which renews annually on each succeeding January 1. The new or amended contract will have an initial term of 20 years, which also will renew annually on each succeeding January 1.

8. FINDING: **WILLIAMSON ACT – NO NET ACREAGE DECREASE** – . Pursuant to Government Code section 51257(a)(2) there is a net decrease in the amount of the acreage restricted, however more than 90 percent of the land under the existing contracts will remain under the new contracts pursuant to Government Code section 51257(a)(3).

EVIDENCE: a) Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. As proposed, adjusted parcels A, B, and C will contain 175.655 acres, with these three adjusted parcels to remain under a new or amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract. The decrease in acerage from existing to proposed is approximately 2.1 acres. The 2.1 acres reduction out of 177.76 acres under the existing contracts represents an approximately 1.18 percent reduction of the total area. This results in over 98 percent of the land remining under the new contracts. (See also Finding 9) .

b) The application, plans, and related support materials are found in Planning File No. PLN250191.

9. FINDING: **WILLIAMSON ACT – NEW CONTRACTS** – Pursuant to Government Code section 51257(a)(3), at least 90 percent of the land

under the former Contract or Contracts remains under the new or amended Contract.

EVIDENCE: a) The total acreage currently under Farmland Security Zone Contract No. 2012-007 is 120.14 acres (Parcel A and Parcel B). Ten percent of 120.14 acres is 12.014 acres. As proposed, the contract for Parcel A and B will be rescinded and simultaneously a new/amended contract will be entered into for 119.58 acres (Parcel 1 and Parcel 2). There would be a net reduction in acerage under contract of 0.56 acres which is less than a 10 precent reduction. More than 90 percent of the acerage currently under contract will remain under the new or amended contract. The proposed new or amended Farmland Security Zone Contract will continue to cover 119.58 acres under the original Farmland Security Zone Contract No. 2012-007, which equals 99.5 percent.

b) The total acreage currently under Farmland Security Zone Contract No. 2012-008 is 57.62 acres (Parcel C). Ten percent of 57.62 acres is 5.762 acres. As proposed, the contract for Parcel C will be rescinded and simultaneously a new/amended contract will be entered into for 56.08 acres (Parcel 1 and Parcel 2). There would be a net reduction in acerage under contract of 1.54 acres which is less than a 10 precent reduction. More than 90 percent of the acerage currently under contract will remain under the new or amended contract. The proposed new or amended Farmland Security Zone Contract will continue to cover 56.08 acres under the original Farmland Security Zone Contract No. 2012-008 which equals 97.3 percent.

c) The application, plans, and related support materials are found in Planning File No. PLN250191.

10. FINDING: **WILLIAMSON ACT – SUSTAIN AGRICULTURAL USE** – Pursuant to California Government Code section 51257(a)(4), after the Lot Line Adjustment, the relevant parcels will be large enough to sustain their agricultural use, as required by section 51222.

EVIDENCE: a) Pursuant to Government Code section 51222, et seq. (the Williamson Act),

> Agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

The proposed Lot Line Adjustment will reconfigure existing Parcel A (66.24 acres under Williamson Act Contract), Parcel B (53.90 acres under Williamson Act Contract), Parcel C (57.62 acres under Williamson Act Contract), and Parcel D (167.89 acres area currently not under Williamson Act Contract), resulting in the Four (4) Parcels that includes a 59.38 acre parcel [Adjusted Parcel 1], a 60.20 acre parcel [Adjusted Parcel 2], a 56.08 acre parcel [Adjusted Parcel 3], and a 169.96 acre parcel [Adjusted Parcel 4]. The subject properties consist of prime farmland, farmland of statewide importance, and unique farmland. Reconfigured Parcels 1 (59.38 acres), Parcel 2 (60.20 acres), and Parcel

3 (56.08 acres) will all be large enough to sustain agricultural use as defined in Government Code section 51222.

b) County of Monterey Board of Supervisors Resolution No. 00-462 as amended per Board of Supervisors Resolution No. 03-373 requires that agricultural preserves will not be considered unless the group of contiguous parcels included in the preserve contains 100 or more acres, or 40 or more acres if the Board finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area. Farmland Security Zone Contract No. 2012-007 covers 120.14 acres. Approximately 119.58 acres will remain subject to Farmland Security Zone Contract No. 2012-007 as amended by this approval. Farmland Security Zone Contract No. 2012-008 covers 57.62 acres. Approximately 1.54 acres will be coming out of contract. However, 56.08 acres will remain subject to Farmland Security Zone Contract No. 2012-008 as amended by this approval.

c) The application, plans, and related support materials are found in Planning File No. PLN250191.

11. FINDING: **WILLIAMSON ACT – LONG-TERM AGRICULTURAL PRODUCTIVITY** – Pursuant to Government Code section 51257(a)(5), the Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a Contract or Contracts.

EVIDENCE: a) The Lot Line Adjustement is proposed to align parcel boundaries with existing agricultural uses. No change in the agricultural use is proposed. See also, Finding No. 10 and supporting Evidence above.

b) The application, plans, and related support materials are found in Planning File No. PLN250191.

12. FINDING: **WILLIAMSON ACT – ADJACENT AGRICULTURAL LAND USE** – Pursuant to Government Code section 51257(a)(6), the Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

EVIDENCE: a) The subject parcels are designated as "F/40" Farmlands, with a minimum building site of 40 acres. The Lot Line Adjustment will not affect current agricultural uses on the subject properties or on adjacent properties. This project will adjust the boundaries between four properties such that the Franscioni Living Trust operations will be entirely within adusted Parcels 1, 2, and 3, and Jackson Family Investments III, LLC operations will be entirely within adjusted Parcel 4. The boundary change accommodates an existing condition and no physical change in the agricultural use or production is anticipated and no physical development is being proposed. The adjustment would not allow any uses that could not also occur under the current configuration.

b) See Finding No. 5 (Lot Line Adjustment).

c) The application, plans, and related support materials are found in Planning File No. PLN250191.

13. FINDING: **WILLIAMSON ACT – NO NEW DEVELOPABLE PARCELS** – Pursuant to Government Code section 51257(a)(7), the Lot Line Adjustment will not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

EVIDENCE:
a) The purpose of the Lot Line Adjustment is to move the existing property lines of Parcels A, B, and C, resulting in a transfer of acreage to Parcel D in order to be consistent with current farming operations. Four lots exist currently and four lots will remain after the Lot Line Adjustment. All four lots will remain greater than 40 acres consistent with the 2010 General Plan "Farmland" land use designation
b) See Finding No. 5 (Lot Line Adjustment).
c) The application, plans, and related support materials are found in Planning File No. PLN250191.

14. FINDING: **WILLIAMSON ACT – CONTRACT RESCISSION AND AMENDMENT** – Government Code section 51257 (a) requires that, to facilitate a Lot Line Adjustment, and pursuant to section 66412(d), the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract provided the board finds all of the elements listed in Government Code section 51257 (a)(1) through (a)(7).

EVIDENCE:
a) The County and the Francioni Living Trust mutually agree that as a condition of approval of this Lot Line Adjustment Williamson Act Contract No. 2012-007 (Board of Supervisors Resolution No. 00-462) and Williamson Act Contract No. 2012-008 (Board of Supervisors Resolution No. 00-462) will be rescided and simultaneously new Williamson Act contracts will be entered covering the reconfigured parcels (See Condition No. 5).
b) See Findings and Evidence No. 7 through No. 13 above.
c) The application, plans, and related support materials found in Planning File No. PLN250191.

NOW THEREFORE, IT IS HEREBY RESOLVED that in order to facilitate the Lot Line Adjustment of Williamson Act Lands, the Board of Supervisors hereby:

a. Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelinessection 15305 and that revisions to the open space contracts under the Williamson Act qualifies for a Class 17 Categorical Exemption pursuant to Guidelines section 15317, and there are no applicable exceptions pursuant to Guidelines section 15300.2;

b. Approve a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C – Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B – APN 216-023-017-000); and 167.89 acres – APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D).

c. Authorize the Chair of the Board to execute a new or amended Farmland Security Zone Contracts rescinding a portion of the existing Farmland Security Zone Contract No. 00-011 (Board of Supervisors Resolution No. 99-451) and simultaneously execute a new or amended Farmland Security Zone Contract between the County and Francioni Living Trust, reflecting the new legal

description and current ownership interest and to incorporate any legislative changes to State Williamson Act provisions and current County Williamson Act Policies or Procedures; and
d. Direcs the Clerk of the Board to record the new or amended contract with corresponding recording fees to be paid by the property owners of record.

PASSED AND ADOPTED on this 13th day of January 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

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

County of Monterey HCD Planning

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

PLN250191

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Lot Line Adjustment (PLN250191) allows Four (4) Parcels that includes Parcel A of 66.24 acres (area under Williamson Act Contract) (Assessor's Parcel Number 216-023-015-000), Parcel B of 53.90 acres (area under Williamson Act Contract) (Assessor's Parcel Number 216-023-017-000), Parcel C of 57.62 acres (area under Williamson Act Contract) (Assessor's Parcel Number 216-023-014-000), and Parcel D of 167.89 acres (area currently not under Williamson Act Contract) (Assessor's Parcel Number 216-023-006-000), resulting in the Four (4) Parcels that includes a 59.38 acre parcel [Adjusted Parcel 1], a 60.20 acre parcel [Adjusted Parcel 2], a 56.08 acre parcel [Adjusted Parcel 3], and a 169.96 acre parcel [Adjusted Parcel 4]. The property is located at 32070 River Road, Soledad (Assessor's Parcel Numbers 216-023-015-000, 216-023-017-000, 216-023-014-000, and 216-023-006-000), Central Salinas Valley Area Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

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

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Lot Line Adjustment (Resolution Number _____) was approved by the Board of Supervisors for Assessor's Parcel Numbers 216-023-015-000, 216-023-017-000, 216-023-014-000, and 216-023-006-000 on January 13th, 2026. The permit was granted subject to 6 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

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

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

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

5. PD037 - WILLIAMSON ACT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The property owner shall enter into a new or amended Agricultural Preserve Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey for the Lot Line Adjustment of Williamson Act lands deemed necessary by the Office of the County Counsel. (HCD - Planning)

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

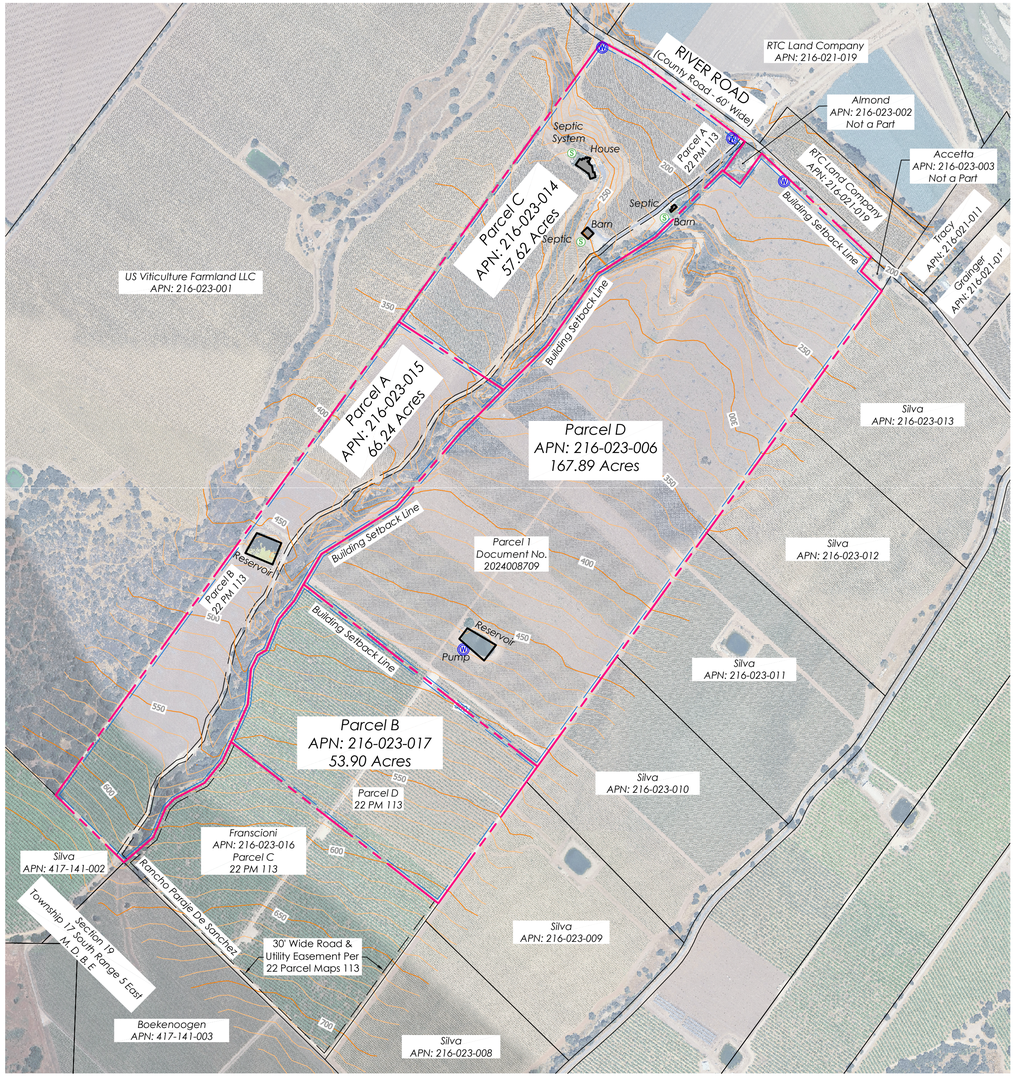
6. PD045 - COC (LOT LINE ADJUSTMENTS)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall request unconditional Certificates of Compliance for the newly configured parcels. (HCD - Planning)

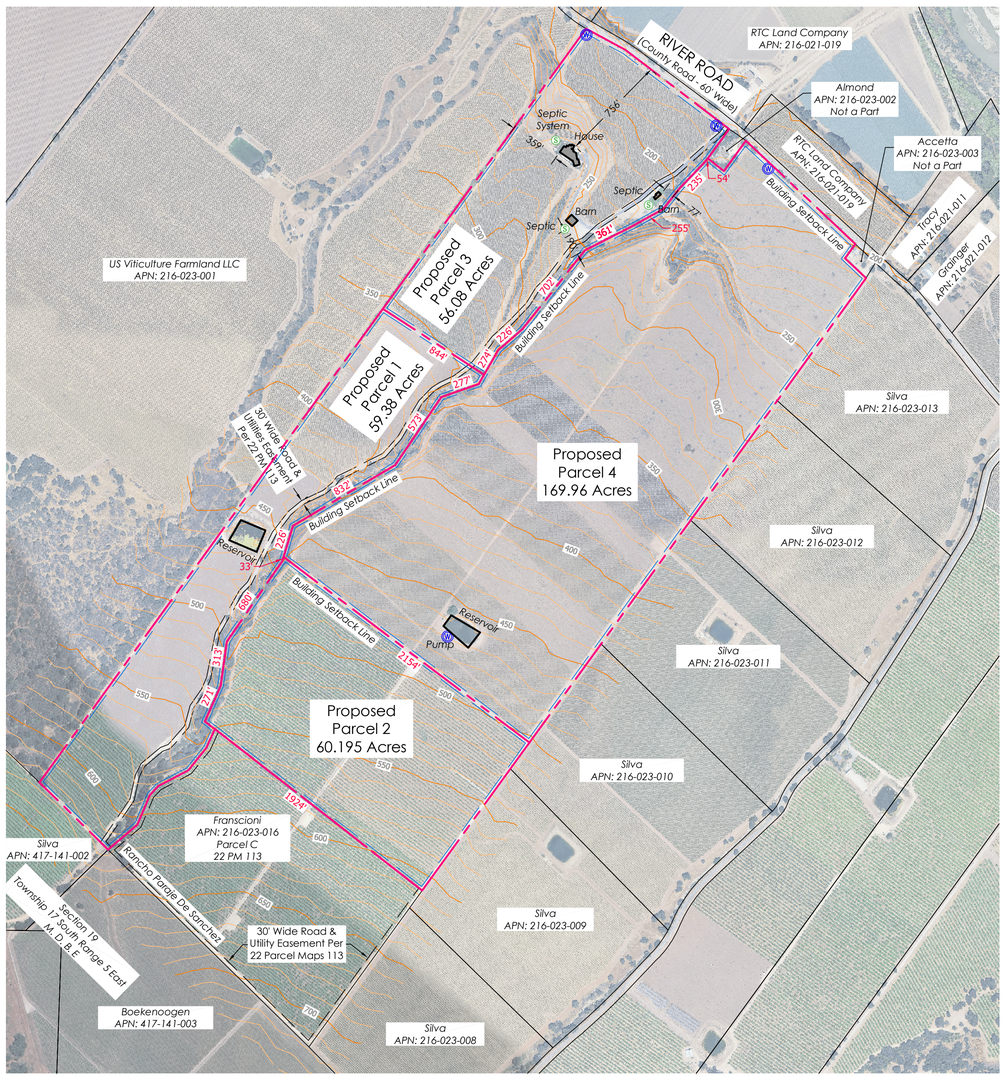
Compliance or Monitoring Action to be Performed: Prior to the expiration of the entitlement, the Owner/Applicant/Surveyor shall prepare legal descriptions for each newly configured parcel and submit them to HCD -Planning for review and approval. The legal descriptions shall be entitled "Exhibit A." The legal description shall comply with the Monterey County Recorder's guidelines as to form and content. The Applicant shall submit the legal descriptions with a check, payable to the Monterey County Recorder, for the appropriate fees to record the Certificates of Compliance.

Prior to the expiration of the entitlement and after the Certificates are recorded, the Owner/Applicant shall file a request and pay the fees for separate assessments or combination assessments (for lot mergers) with the Assessor's Office.



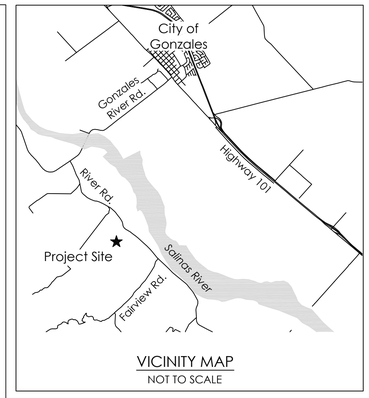
EXISTING LOT CONFIGURATION

Scale: 1" = 500'



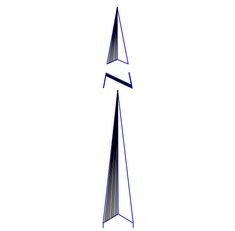
PROPOSED LOT CONFIGURATION

Scale: 1" = 500'



VICINITY MAP

NOT TO SCALE



SCALE IN FEET

OWNERS

GARY FRANSCIONI
APNs 216-023-014, -015, -017
32721 RIVER ROAD
SOLEDAD, CA 93930

JACKSON FAMILY INVESTMENTS III LLC
APN 216-023-006
421 AVIATION BLVD
SANTA ROSA, CA 95403

REPRESENTATIVE

LYNN KOVACH, PLS 5321
831-659-9864
P.O. BOX 1378
CARMEL VALLEY, CA 93924

PREPARED FOR: Gary Franscioni

SURVEYED BY: *POLARIS LAND SURVEYING*
P. O. BOX 1378
CARMEL VALLEY, CA 93924
831-659-9564

SCALE: 1" = 500' VIEW: LLA DATE: June 9, 2025
FILE NAME: Franscioni LLA.dwg JOB #25-145 Sheet 1 of 1

STATEMENT

THIS PROPERTY IS LOCATED WITHIN RANCHO PARAJE DE SANCHEZ, AND INVOLVES THE LOT LINE ADJUSTMENT OF FOUR PARCELS OF 57.62 ACRES, 66.24 ACRES, 53.90 ACRES, AND 167.89 ACRES INTO FOUR PARCELS OF 59.38 ACRES, 60.20 ACRES, 56.08 ACRES & 169.96 ACRES IN SIZE.

THE PURPOSE OF THIS LOT LINE ADJUSTMENT IS TO ALIGN THE PARCELS WITH THE USAGE.

THE EXISTING ZONING ON THE PROPERTIES IS "F/40".

THE FOUR PARCELS ARE CURRENTLY USED FOR FARMING PURPOSES. THE PROPOSED USE FOR THE NEW PARCELS IS FOR FARMING PURPOSES.

THERE ARE TWO HOUSES ON PARCEL B, AS SHOWN.

THERE ARE CURRENTLY STRUCTURES ON THE PROPERTY AS SHOWN ON THE MAP.

THIS PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN.

WATER IS PROVIDED BY PRIVATE WELLS LOCATED ON PARCELS 3 & 4. THERE IS NO PROPOSED NEW WELL.

THERE ARE THREE SEPTIC SYSTEM ON PARCEL C.

CONTOUR INTERVAL IS 10 FEET.

NO TREES ARE TO BE PLANTED OR REMOVED. THERE ARE NO PROPOSED COMMON AREAS OR AREAS TO BE DEDICATED TO PUBLIC USE. NO DEVELOPMENT STRUCTURES OR GRADING ARE BEING PROPOSED WITH THIS APPLICATION. SO NO EROSION CONTROL MEASURES ARE PROPOSED.

SUMMARY TABLE

Subject Property	Property Owner	APN	Existing Acreage	Existing Zoning
Parcel A	GARY FRANSCIONI	216-023-015	66.24	F/40
Parcel B	GARY FRANSCIONI	216-023-017	53.90	F/40
Parcel C	GARY FRANSCIONI	216-023-014	57.26	F/40
Parcel D	JACKSON FAMILY INVESTMENTS III LLC	216-023-003	167.89	F/40

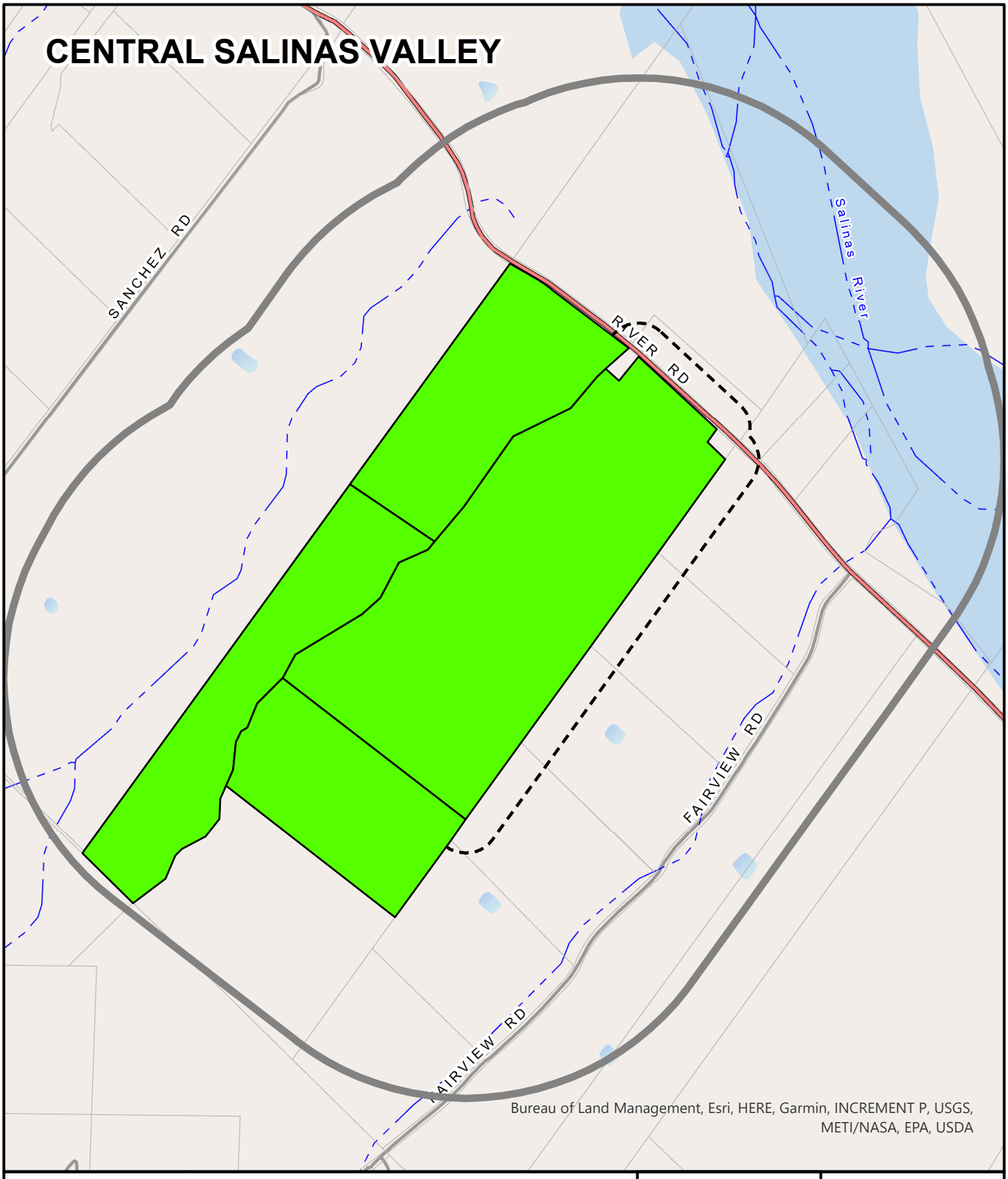
Proposed Property Designation	Property Owner	Proposed Acreage	Proposed Zoning
Parcel 1	GARY FRANSCIONI	59.38	F/40
Parcel 2	GARY FRANSCIONI	60.20	F/40
Parcel 3	GARY FRANSCIONI	56.08	F/40
Parcel 4	JACKSON FAMILY INVESTMENTS III LLC	169.96	F/40

TENTATIVE LOT LINE ADJUSTMENT MAP

OF
LANDS OF FRANSCIONI
PARCELS A, B & D
VOLUME 22 PARCEL MAPS PAGE 113 &
LAND OF JACKSON FAMILY INVESTMENTS
PARCEL 1 AS DESCRIBED IN
REEL 757 OF OFFICIAL RECORDS AT PAGE 688
LYING WITHIN THE RANCHO PARAJE DE SANCHEZ,
MONTEREY COUNTY, CALIFORNIA

Attachment B

This page intentionally left blank.



APPLICANT: FRANSCIONI ERMA A TR ET AL AND JACKSON FAMILY INVESTMENTS LLC

APN: 216023014000,216023015000, **FILE #** PLN250191

Project Site | 300 FT Buffer | 2500 FT Buffer

N

0 600

Feet

PLANNER: J. EVANS-POLOCKOV

This page intentionally left blank

Attachment C

This page intentionally left blank.

WHEN RECORDED MAIL TO:

Clerk to the Board Office, 1st Floor

Monterey County Government Center

Salinas, CA 93901

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
County of Monterey

CRSUSY
12/09/2011
11:14:48

DOCUMENT: **2011070069**

Titles: 1/ Pages: 18

Fees....
Taxes...
Other...
AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

FARMLAND SECURITY ZONE CONTRACT NO. 2012-007

Between

Gary Franscioni, Trustee of the 1998 Franscioni Irrevocable Trust U/T/D dated November 23, 1998;

Gary A. Franscioni and Rose M. Franscioni, Trustees of the 1992 Franscioni Living Trust U/D/T dated March 9, 1992;

Erma A. Franscioni, Trustee of the Franscioni Living Trust U/D/T dated October 20, 1989

and

The COUNTY OF MONTEREY

A political subdivision of the State of California

No Fee Document pursuant to Government code Section 27383

12-06-11 S-5

FARMLAND SECURITY ZONE CONTRACT No. 2012-007

THIS CONTRACT is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **Gary Franscioni, Trustee of the 1998 Franscioni Irrevocable Trust U/T/A dated November 23, 1998; Gary A. Franscioni and Rose M. Franscioni, Trustees of the 1992 Franscioni Living Trust U/D/T dated March 9, 1992; and Erma A. Franscioni, Trustee of the Franscioni Living Trust U/D/T dated October 20, 1989**, hereinafter called "Owner."

WITNESSETH:

WHEREAS, Owner possesses certain real property located within the County of Monterey, State of California, which is presently devoted to the production of food and fiber and is described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the legislature of the State of California finds and declares that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted urgency legislation for the establishment of farmland security zones; and

WHEREAS, Owner has expressly requested that County create a farmland security zone for the property described in Exhibit A and simultaneous placement of the property under a new Farmland Security Zone and Contract **(No. 2012-007)** established by County Resolution **(No. 2011-** 379 **)**; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural-and compatible uses; and

WHEREAS, the property is designated on the Important Farmland Series Maps pursuant to Government Code Section 65570, or predominantly prime agricultural land as defined in Government Code Section 51201(c); and

WHEREAS, the property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070); and

WHEREAS, the property is not located within a city's sphere of influence; or, in the alternative, the creation of the farmland security zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere; and

NOW, THEREFORE, County and Owner agree as follows:

1. CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED

This contract is entered into pursuant to Article 7. "Farmland Security Zones" (commencing with Section 51296) of Chapter 7, of Part 7 Of Division 1, of Title 5 of the Government Code, and Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. APPLICABILITY

This contract shall only apply to property that is designated on the Important Farmland Series maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; or, (4) farmland of local importance. If the property is in an area that is not designated on the Important Farmland Series maps, the property shall qualify if it is predominantly prime agricultural land as defined in subdivision (c) of Government Code Section 51201. (Government Code Section 51296.8). To the extent that any portion of the property is zoned or used inconsistently, with the provisions of this Contract, or the legislative purpose or intent for the creation of Farmland Security Zones, that portion of the property shall be excepted from, and shall not receive the benefits of this Contract.

3. RESTRICTION ON USE OF PROPERTY

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fiber for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

Pursuant to Government Code Section 51296.7, during the term of this Contract, Owner shall not engage in, and County shall not approve any use of the property within the Farmland Security Zone, based on the compatible use provisions contained in Government Code Section 51238.1 (c).

4. PROPERTY TAX VALUATION AND SPECIAL TAXES

During the term of this contract, both of the following shall apply to property within the designated farmland security zone: (1) The land shall be eligible for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code. (2) Notwithstanding any other provision of law, any special tax approved by the voters for urban-related services on or after January 1, 1999, on the property or any living improvement shall be levied at a reduced rate unless the tax directly benefits the land or the

living improvements. (Government Code Section 51296.2).

5. RESTRICTION OF ANNEXATION AND EXCEPTIONS

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of (1985) (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of the property within the designated farmland security zone to a city. However, this provision shall not apply under any of the following circumstances: (1) If the farmland security zone is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services. (2) If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement, as defined in Section 51290.5, except as provided in provision 6. below. (3) If the landowner consents to the annexation. (Government Code Section 51296.3(c)).

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of land within the designated farmland security zone to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under this contract and Owner consents to the change of organization or reorganization. (Government Code Section 51296.4).

6. RESTRICTION ON SCHOOL DISTRICT USE OR ACQUISITION

Notwithstanding Article 5 (commencing with Government Code Section 53090) of Chapter 1 of Division 2 of Title 5, a school district shall not render inapplicable a county zoning ordinance to use of the property by the school district (Government Code Section 51296.5).

Notwithstanding any provision of law, a school district shall not acquire the property, nor any portion of the property, within the designated farmland security zone. (Government Code Section 51296.6).

7. TERM OF CONTRACT

This contract shall become effective on the date opposite the respective signatures and shall be recorded on or before the 31st day of December, in order to meet the January 1 property tax lien date and, shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 12.

8. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

9. SUCCESSORS IN INTEREST

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit A annexed to the city.

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

10. DIVISION OF LAND

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts, as necessary. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

11. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) All of the provisions of Article 6 (commencing with Government Code Section 51290) shall apply to farmland security zone contracts created pursuant to Article 7 except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such land is acquired in lieu of eminent domain for a public improvement, as defined in Government Code Section 51290.5, by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

(b) Eminent domain or other acquisition proceedings shall be governed by the provisions of

Article 6 (commencing with Government Code Section 51290 et seq) except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). Notice of intent to consider land in agricultural preserve pursuant to this contract for condemnation or acquisition, shall be provided by the public agency, or person, or authorized agent, to the Director of Conservation and to the local governing body responsible for the administration of the preserve in accordance with Government Code Sections 51291 and 51291.5. The Director of Conservation shall provide a copy of any material received from the public agency, or person, or authorized agent, relating to the proposed acquisition, to the Secretary of Food and Agriculture in accordance with Government Code Section 51291(b). When land in an agricultural preserve pursuant to this contract is acquired by a public agency, the public agency shall notify the Director of Conservation within 10 working days in accordance with Government Code Section 51291(c).

(c) If after giving notice required under Government Code Sections 51291 (b) and 51291 (c) and before the project is completed within the preserve, the public agency, person or agent proposes any significant change in the public improvement, it shall give notice of the changes to the Director and the local governing body responsible for administration of the preserve. Within 30 days thereafter, the Director or local governing body may forward to the public agency, person or agent their comments with respect to the effect of the change to the public improvement and the compliance of the changed public improvement with Article 6. Any action or proceeding regarding notices or findings required by Article 6 filed by the Director of Conservation or local governing body administering the preserve shall be governed by Government Code Section 51294 (Government Code Section 51291(e)).

12. NOTICE OF NONRENEWAL

(a) Nonrenewal of a farmland security zone contract shall be pursuant to Article 3, (commencing with Government Code Section 51240), except as otherwise provided in Article 7, (commencing with Government Code Section 51296) pursuant to Government Code Section 51296.9.

(b) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal pursuant to Government Code Section 51245 upon the other party in advance of the annual renewal date of this contract. Unless such written notice of NONRENEWAL is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 7 above.

(c) If either party serves written notice of nonrenewal in any year within the time limits of (b) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

13. LIABILITY UPON NOTICE OF NONRENEWAL

Pursuant to Revenue and Taxation Code Section 426, as may be amended from time to time, notwithstanding any provision of Revenue and Taxation Code Section 423 to the contrary, if either the County, or the Owner of the property subject to this Contract, has served Notice of Nonrenewal as provided in Section 51091, 51245, and 51296.9 of the Government Code, the County Assessor shall,

unless the parties shall have subsequently rescinded the Contract pursuant to Government Code Section 51245 or 51255, value the property as provided herein.

(a) If Owner serves Notice of Nonrenewal, or the County serves Notice of Nonrenewal and the Owner fails to protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) below, shall apply immediately. If the County serves Notice of Nonrenewal and the Owner does protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) shall apply when less than six years remain until the termination of the period for which the property is enforceably restricted.

(b) Where any of the conditions in subdivision (a) apply, the Board or Assessor in each year until the termination of the period for which the property is enforceably restricted shall do all of the following:

(1) Determine the value of the property pursuant to Section 110.1 of the Revenue and Taxation Code. If the property is not subject to Section 110.1 of the Revenue Code when the restriction expires, the value shall be determined pursuant to Section 110 of the Revenue and Taxation Code as if it were free of contractual restriction. If the property will be subject to a use for which the Revenue and Taxation Code provides a special restricted assessment, the value shall be determined as if it were subject to the new restriction.

(2) Determine the value of the property by capitalization of income as provided in Section 423 and without regard to the existence of any of the conditions in subdivision (a).

(3) Subtract the value determined in paragraph (2) of subdivision (b) by capitalization of income from the full cash value determined in paragraph (1) of subdivision (b).

(4) Using the rate announced by the board pursuant to paragraph (1) of subdivision (b) of Section 423, discount the amount obtained in paragraph (3) of subdivision (b) for the number of years remaining until the termination of the Contract.

(5) Determine the value of the property by adding the value determined by capitalization of income as provided in paragraph (2) of subdivision (b) and the value obtained in paragraph (4) of subdivision (b).

(6) Apply the ratio prescribed in Revenue and Taxation Code Section 401 to the value of the land determined in paragraph (5) of subdivision (b) to obtain its assessed value.

14. TERMINATION OF FARMLAND SECURITY ZONE DESIGNATION

Upon termination of the farmland security contract, the farmland security zone designation for the property shall simultaneously be terminated (Government Code Section 51296.1.(e)).

15. CANCELLATION

A petition for cancellation of this contract may only be filed by the property owner/s. The Board may grant a petition only in accordance with the procedures provided in Article 5 (commencing with Section 51280) if both of the findings of Government Code Section 51282(a)(1&2) are made and only if all of the requirements of Government Code Section 51297 are met. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this contract. A potential alternative use of the property may be considered only if there is no proximate non-contracted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may by resolution, grant a petition in accordance with the procedures provided in Article 5 (commencing with Government Code Section 51280), and only if all of the requirements pursuant to Government Code Sections 51282 and 51297 are met. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Government Code Section 6061. In addition, at least 10 working days prior to the hearing, a notice of hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation pursuant to Government Code Section 51284. At the hearing, or prior thereto, the owner of any property in which this agricultural preserve is situated may protest such cancellation to the Board of Supervisors.

(b) The Board of Supervisors may by resolution, grant a petition by the Owner/s to cancel this contract only if the Board makes both of the findings specified in Government Code Sections 51282 (a)(1) and 51282 (a)(2) and finds based on substantial evidence in the record that (1) The cancellation is consistent with the purposes of the California Land Conservation Act of 1965 as amended (Government Code Section 51282(a)(1)) and, (2) the cancellation is in the public interest (Government Code Section 51282(a)(2)) and, only if all of the following requirements are met pursuant to Government Code Section 51297:

(i) That no beneficial public purpose would be served by the continuation of the contract.

(ii) That the uneconomic nature of the agricultural use is primarily attributable to circumstances beyond the control of the landowner and the local government.

(iii) That the landowner has paid a cancellation fee equal to 25 percent of the cancellation valuation calculated in accordance with subdivision (b) of Section 51283.

(iv) The Director of Conservation approves the cancellation. The director may approve the cancellation after reviewing the record of the tentative cancellation provided by the city or county, only if he or she finds both of the following:

(A) That there is substantial evidence in the record supporting the decision.

(B) That no beneficial public purpose would be served by the continuation of the contract.

(v) A finding that no authorized use may be made of a remnant contract parcel of five

acres or less left by public acquisition pursuant to Government Code Section 51295, may be substituted for the finding in Government Code Section 51282 (a).

16. LIABILITY OF OWNER UPON CANCELLATION

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall, pursuant to Revenue and Taxation Code Section 401, determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall certify to the Board of Supervisors the cancellation valuation of the land for the purpose of determining the cancellation fee.

(b) The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 25% percent of the cancellation valuation of the property, calculated in accordance with Government Code 51283(b) (Government Code Section 51297).

(c) If the Board of Supervisors recommends that it is in the public interest to do so, and the Secretary of the Resources Agency so finds, the Board may waive any such payment or any portion thereof, or may make such payment or portion thereof, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined it is in the best interests of the program to conserve agricultural land use that such payment be either deferred or is not required; and (3) the waiver or extension of time is approved by the Secretary of the Resources Agency pursuant to Government Code Section 51283.

(d) Owner shall make payment of the cancellation fee in full prior to the cancellation becoming effective.

17. NOTICES

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed, the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Clerk of the Board of Supervisors, Government Center, 168 W. Alisal Street, First Floor, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

18. COSTS OF LITIGATION

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys fees incurred by or imposed upon County by or in connection with such litigation, and Owner shall and will pay all costs and reasonable attorneys fees which may be incurred or paid by County in enforcing the covenants and agreements of this contract.

19. ENFORCEMENT

In the event of breach of this contract, including but not limited to: (1) incompatible use, or (2) failure of successors in interest to sign a contract similar to this one, or (3) failure to obtain the approval of the Board of Supervisors for a division of the land under contract, all the affected property under contract shall be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fibre on the lien date, the property shall be reassessed at full cash value, and the Farmland Security Zone designation shall be terminated.

The period of breach is the period commencing upon breach as set forth above, and ending upon cure of the breach. If the lien or assessment date falls within the period of the breach, all the property under this contract will be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1, or as otherwise provided in provisions 13. or 16. above, as applicable as determined by the County Assessor, consistent with the provisions of the Revenue and Taxation Code, as may be amended from time to time.

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on the date affixed next to the signature of each, and by County on the date affixed next to the signature of the chairperson of the Board of Supervisors.

COUNTY OF MONTEREY

Dated: 12-7-11

By: Jane B. Parker

JANE B. PARKER

Chair, Board of Supervisors

ACKNOWLEDGMENT

State of California)

County of Monterey)

On December 7, 2011, before me Denise Hancock, Board, Clerk of the Board of Supervisors, personally appeared Jane B. Parker, 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.

~~GAIL T. BORKOWSKI~~ Denise Hancock

Board Clerk of the Board of Supervisors of DH

Monterey County, State of California

By Denise Hancock

[COUNTY SEAL]:

Legal Reference for Acknowledgment by County Official:

Civil Code Sections 1181, 1184, 1185, 1188, 1189

Code of Civil Procedure Section 2012

OWNER/S:

The 1998 Franscioni Irrevocable Trust
U/T/A dated November 23, 1998; and

Dated: Nov 22, 2011

Gary Franscioni, Trustee

The 1992 Franscioni Living Trust U/D/T
dated March 9, 1992; and

Dated: Nov 22, 2011

Gary A. Franscioni, Trustee

Dated: Nov 22, 2011

Rose M. Franscioni, Trustee

The Franscioni Living Trust U/D/T
dated October 20, 1989

Dated: Nov. 22-2011

Erma A. Franscioni, Trustee

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared Gary Franscioni, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared GARY A. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 29, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared ROSE M. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On November 29, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared ERMA A. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins
Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

F:\WPWIN60\TXT\Land Use\WLMSNACT\2012\FSZK_2012_007_Franscioni.wpd

exhibit B

LEGAL DESCRIPTION

Real property in the City of Soledad, County of Monterey, State of California , described as follows:

Parcels A and B as shown on Parcel Map of a portion of Lot 6, "Maps of the Partition of the Paraje De Sanches Ranchos and Ex-Mission Soledad Rancho" filed June 9, 2009 in Volume 22 of Parcel Maps at Page 113, in the Office of the County Recorder, Monterey County, California.

APN: 216-023-014 (Parcel A) and 216-023-015 (Parcel B)

"EXHIBIT B" - FARMLAND SECURITY ZONE COMPATIBLE USES

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

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

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

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

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

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

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

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

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

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

11. Public or private riding or hiking trails.

12. Removal of natural materials.

13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use. "Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c) *(Government Code Section 51296.7).*

END OF DOCUMENT

Attachment D

This page intentionally left blank.

WHEN RECORDED MAIL TO:

Clerk to the Board Office, 1st Floor

Monterey County Government Center

Salinas, CA 93901

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
County of Monterey

CRSUSY
12/09/2011
11:14:48

DOCUMENT: **2011070070**

Titles: 1/ Pages: 18

Fees....
Taxes...
Other...
AMT PAID

THIS [illegible] USE ONLY

FARMLAND SECURITY ZONE CONTRACT NO. 2012-008

Between

Gary Franscioni, Trustee of the 1998 Franscioni Irrevocable Trust U/T/D dated November 23, 1998;

Gary A. Franscioni and Rose M. Franscioni, Trustees of the 1992 Franscioni Living Trust U/D/T dated March 9, 1992;

Erma A. Franscioni, Trustee of the Franscioni Living Trust U/D/T dated October 20, 1989

and

The COUNTY OF MONTEREY

A political subdivision of the State of California

No Fee Document pursuant to Government code Section 27383 12-06-11 S-5

FARMLAND SECURITY ZONE CONTRACT No. 2012-008

THIS CONTRACT is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **Gary Franscioni, Trustee of the 1998 Franscioni Irrevocable Trust U/T/A dated November 23, 1998; Gary A. Franscioni and Rose M. Franscioni, Trustees of the 1992 Franscioni Living Trust U/D/T dated March 9, 1992; and Erma A. Franscioni, Trustee of the Franscioni Living Trust U/D/T dated October 20, 1989**, hereinafter called "Owner."

WITNESSETH:

WHEREAS, Owner possesses certain real property located within the County of Monterey, State of California, which is presently devoted to the production of food and fiber and is described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the legislature of the State of California finds and declares that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted urgency legislation for the establishment of farmland security zones; and

WHEREAS, Owner has expressly requested that County create a farmland security zone for the property described in Exhibit A and simultaneous placement of the property under a new Farmland Security Zone and Contract **(No. 2012-008)** established by County Resolution **(No. 2011-**379**)**; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural-and compatible uses; and

WHEREAS, the property is designated on the Important Farmland Series Maps pursuant to Government Code Section 65570, or predominantly prime agricultural land as defined in Government Code Section 51201(c); and

WHEREAS, the property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070); and

WHEREAS, the property is not located within a city's sphere of influence; or, in the alternative, the creation of the farmland security zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere; and

NOW, THEREFORE, County and Owner agree as follows:

1. CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED

This contract is entered into pursuant to Article 7. "Farmland Security Zones" (commencing with Section 51296) of Chapter 7, of Part 7 Of Division 1, of Title 5 of the Government Code, and Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. APPLICABILITY

This contract shall only apply to property that is designated on the Important Farmland Series maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; or, (4) farmland of local importance. If the property is in an area that is not designated on the Important Farmland Series maps, the property shall qualify if it is predominantly prime agricultural land as defined in subdivision (c) of Government Code Section 51201. (Government Code Section 51296.8). To the extent that any portion of the property is zoned or used inconsistently, with the provisions of this Contract, or the legislative purpose or intent for the creation of Farmland Security Zones, that portion of the property shall be excepted from, and shall not receive the benefits of this Contract.

3. RESTRICTION ON USE OF PROPERTY

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fiber for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

Pursuant to Government Code Section 51296.7, during the term of this Contract, Owner shall not engage in, and County shall not approve any use of the property within the Farmland Security Zone, based on the compatible use provisions contained in Government Code Section 51238.1 (c).

4. PROPERTY TAX VALUATION AND SPECIAL TAXES

During the term of this contract, both of the following shall apply to property within the designated farmland security zone: (1) The land shall be eligible for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code. (2) Notwithstanding any other provision of law, any special tax approved by the voters for urban-related services on or after January 1, 1999, on the property or any living improvement shall be levied at a reduced rate unless the tax directly benefits the land or the

living improvements. (Government Code Section 51296.2).

5. RESTRICTION OF ANNEXATION AND EXCEPTIONS

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of (1985) (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of the property within the designated farmland security zone to a city. However, this provision shall not apply under any of the following circumstances: (1) If the farmland security zone is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services. (2) If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement, as defined in Section 51290.5, except as provided in provision 6. below. (3) If the landowner consents to the annexation. (Government Code Section 51296.3(c)).

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of land within the designated farmland security zone to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under this contract and Owner consents to the change of organization or reorganization. (Government Code Section 51296.4).

6. RESTRICTION ON SCHOOL DISTRICT USE OR ACQUISITION

Notwithstanding Article 5 (commencing with Government Code Section 53090) of Chapter 1 of Division 2 of Title 5, a school district shall not render inapplicable a county zoning ordinance to use of the property by the school district (Government Code Section 51296.5).

Notwithstanding any provision of law, a school district shall not acquire the property, nor any portion of the property, within the designated farmland security zone. (Government Code Section 51296.6).

7. TERM OF CONTRACT

This contract shall become effective on the date opposite the respective signatures and shall be recorded on or before the 31st day of December, in order to meet the January 1 property tax lien date and, shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 12.

8. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

9. SUCCESSORS IN INTEREST

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit A annexed to the city.

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

10. DIVISION OF LAND

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts, as necessary. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

11. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) All of the provisions of Article 6 (commencing with Government Code Section 51290) shall apply to farmland security zone contracts created pursuant to Article 7 except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such land is acquired in lieu of eminent domain for a public improvement, as defined in Government Code Section 51290.5, by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

(b) Eminent domain or other acquisition proceedings shall be governed by the provisions of

Article 6 (commencing with Government Code Section 51290 et seq) except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). Notice of intent to consider land in agricultural preserve pursuant to this contract for condemnation or acquisition, shall be provided by the public agency, or person, or authorized agent, to the Director of Conservation and to the local governing body responsible for the administration of the preserve in accordance with Government Code Sections 51291 and 51291.5. The Director of Conservation shall provide a copy of any material received from the public agency, or person, or authorized agent, relating to the proposed acquisition, to the Secretary of Food and Agriculture in accordance with Government Code Section 51291(b). When land in an agricultural preserve pursuant to this contract is acquired by a public agency, the public agency shall notify the Director of Conservation within 10 working days in accordance with Government Code Section 51291(c).

(c) If after giving notice required under Government Code Sections 51291 (b) and 51291 (c) and before the project is completed within the preserve, the public agency, person or agent proposes any significant change in the public improvement, it shall give notice of the changes to the Director and the local governing body responsible for administration of the preserve. Within 30 days thereafter, the Director or local governing body may forward to the public agency, person or agent their comments with respect to the effect of the change to the public improvement and the compliance of the changed public improvement with Article 6. Any action or proceeding regarding notices or findings required by Article 6 filed by the Director of Conservation or local governing body administering the preserve shall be governed by Government Code Section 51294 (Government Code Section 51291(e)).

12. NOTICE OF NONRENEWAL

(a) Nonrenewal of a farmland security zone contract shall be pursuant to Article 3, (commencing with Government Code Section 51240), except as otherwise provided in Article 7, (commencing with Government Code Section 51296) pursuant to Government Code Section 51296.9.

(b) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal pursuant to Government Code Section 51245 upon the other party in advance of the annual renewal date of this contract. Unless such written notice of NONRENEWAL is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 7 above.

(c) If either party serves written notice of nonrenewal in any year within the time limits of (b) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

13. LIABILITY UPON NOTICE OF NONRENEWAL

Pursuant to Revenue and Taxation Code Section 426, as may be amended from time to time, notwithstanding any provision of Revenue and Taxation Code Section 423 to the contrary, if either the County, or the Owner of the property subject to this Contract, has served Notice of Nonrenewal as provided in Section 51091, 51245, and 51296.9 of the Government Code, the County Assessor shall,

unless the parties shall have subsequently rescinded the Contract pursuant to Government Code Section 51245 or 51255, value the property as provided herein.

(a) If Owner serves Notice of Nonrenewal, or the County serves Notice of Nonrenewal and the Owner fails to protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) below, shall apply immediately. If the County serves Notice of Nonrenewal and the Owner does protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) shall apply when less than six years remain until the termination of the period for which the property is enforceably restricted.

(b) Where any of the conditions in subdivision (a) apply, the Board or Assessor in each year until the termination of the period for which the property is enforceably restricted shall do all of the following:

(1) Determine the value of the property pursuant to Section 110.1 of the Revenue and Taxation Code. If the property is not subject to Section 110.1 of the Revenue Code when the restriction expires, the value shall be determined pursuant to Section 110 of the Revenue and Taxation Code as if it were free of contractual restriction. If the property will be subject to a use for which the Revenue and Taxation Code provides a special restricted assessment, the value shall be determined as if it were subject to the new restriction.

(2) Determine the value of the property by capitalization of income as provided in Section 423 and without regard to the existence of any of the conditions in subdivision (a).

(3) Subtract the value determined in paragraph (2) of subdivision (b) by capitalization of income from the full cash value determined in paragraph (1) of subdivision (b).

(4) Using the rate announced by the board pursuant to paragraph (1) of subdivision (b) of Section 423, discount the amount obtained in paragraph (3) of subdivision (b) for the number of years remaining until the termination of the Contract.

(5) Determine the value of the property by adding the value determined by capitalization of income as provided in paragraph (2) of subdivision (b) and the value obtained in paragraph (4) of subdivision (b).

(6) Apply the ratio prescribed in Revenue and Taxation Code Section 401 to the value of the land determined in paragraph (5) of subdivision (b) to obtain its assessed value.

14. TERMINATION OF FARMLAND SECURITY ZONE DESIGNATION

Upon termination of the farmland security contract, the farmland security zone designation for the property shall simultaneously be terminated (Government Code Section 51296.1.(e)).

15. CANCELLATION

A petition for cancellation of this contract may only be filed by the property owner/s. The Board may grant a petition only in accordance with the procedures provided in Article 5 (commencing with Section 51280) if both of the findings of Government Code Section 51282(a)(1&2) are made and only if all of the requirements of Government Code Section 51297 are met. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this contract. A potential alternative use of the property may be considered only if there is no proximate non-contracted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may by resolution, grant a petition in accordance with the procedures provided in Article 5 (commencing with Government Code Section 51280), and only if all of the requirements pursuant to Government Code Sections 51282 and 51297 are met. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Government Code Section 6061. In addition, at least 10 working days prior to the hearing, a notice of hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation pursuant to Government Code Section 51284. At the hearing, or prior thereto, the owner of any property in which this agricultural preserve is situated may protest such cancellation to the Board of Supervisors.

(b) The Board of Supervisors may by resolution, grant a petition by the Owner/s to cancel this contract only if the Board makes both of the findings specified in Government Code Sections 51282 (a)(1) and 51282 (a)(2) and finds based on substantial evidence in the record that (1) The cancellation is consistent with the purposes of the California Land Conservation Act of 1965 as amended (Government Code Section 51282(a)(1)) and, (2) the cancellation is in the public interest (Government Code Section 51282(a)(2)) and, only if all of the following requirements are met pursuant to Government Code Section 51297:

(i) That no beneficial public purpose would be served by the continuation of the contract.

(ii) That the uneconomic nature of the agricultural use is primarily attributable to circumstances beyond the control of the landowner and the local government.

(iii) That the landowner has paid a cancellation fee equal to 25 percent of the cancellation valuation calculated in accordance with subdivision (b) of Section 51283.

(iv) The Director of Conservation approves the cancellation. The director may approve the cancellation after reviewing the record of the tentative cancellation provided by the city or county, only if he or she finds both of the following:

(A) That there is substantial evidence in the record supporting the decision.

(B) That no beneficial public purpose would be served by the continuation of the contract.

(v) A finding that no authorized use may be made of a remnant contract parcel of five

acres or less left by public acquisition pursuant to Government Code Section 51295, may be substituted for the finding in Government Code Section 51282 (a).

16. LIABILITY OF OWNER UPON CANCELLATION

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall, pursuant to Revenue and Taxation Code Section 401, determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall certify to the Board of Supervisors the cancellation valuation of the land for the purpose of determining the cancellation fee.

(b) The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 25% percent of the cancellation valuation of the property, calculated in accordance with Government Code 51283(b) (Government Code Section 51297).

(c) If the Board of Supervisors recommends that it is in the public interest to do so, and the Secretary of the Resources Agency so finds, the Board may waive any such payment or any portion thereof, or may make such payment or portion thereof, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined it is in the best interests of the program to conserve agricultural land use that such payment be either deferred or is not required; and (3) the waiver or extension of time is approved by the Secretary of the Resources Agency pursuant to Government Code Section 51283.

(d) Owner shall make payment of the cancellation fee in full prior to the cancellation becoming effective.

17. NOTICES

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed, the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Clerk of the Board of Supervisors, Government Center, 168 W. Alisal Street, First Floor, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

18. COSTS OF LITIGATION

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys fees incurred by or imposed upon County by or in connection with such litigation, and Owner shall and will pay all costs and reasonable attorneys fees which may be incurred or paid by County in enforcing the covenants and agreements of this contract.

19. ENFORCEMENT

In the event of breach of this contract, including but not limited to: (1) incompatible use, or (2) failure of successors in interest to sign a contract similar to this one, or (3) failure to obtain the approval of the Board of Supervisors for a division of the land under contract, all the affected property under contract shall be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fibre on the lien date, the property shall be reassessed at full cash value, and the Farmland Security Zone designation shall be terminated.

The period of breach is the period commencing upon breach as set forth above, and ending upon cure of the breach. If the lien or assessment date falls within the period of the breach, all the property under this contract will be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1, or as otherwise provided in provisions 13. or 16. above, as applicable as determined by the County Assessor, consistent with the provisions of the Revenue and Taxation Code, as may be amended from time to time.

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on the date affixed next to the signature of each, and by County on the date affixed next to the signature of the chairperson of the Board of Supervisors.

COUNTY OF MONTEREY

Dated: 12-7-11

By: Jane B Parker

JANE B. PARKER

Chair, Board of Supervisors

ACKNOWLEDGMENT

State of California)

County of Monterey)

On December 7, 2011, before me Denise Hancock, Board, Clerk of the Board of Supervisors, personally appeared Jane B. Parker, 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.

~~GAIL T. BORKOWSKI~~ Denise Hancock
Deputy
Board Clerk of the Board of Supervisors of
Monterey County, State of California

By Denise Hancock

[COUNTY SEAL]:

Legal Reference for Acknowledgment by County Official:

Civil Code Sections 1181, 1184, 1185, 1188, 1189

Code of Civil Procedure Section 2012

OWNER/S:

The 1998 Franscioni Irrevocable Trust
U/T/A dated November 23, 1998; and

Dated: Nov. 22, 2011

Gary Franscioni, Trustee

The 1992 Franscioni Living Trust U/D/T
dated March 9, 1992; and

Dated: Nov. 22, 2011

Gary A. Franscioni, Trustee

Dated: Nov 22, 2011

Rose M. Franscioni, Trustee

The Franscioni Living Trust U/D/T
dated October 20, 1989

Dated: NOV. 22-2011

Erma A. Franscioni, Trustee

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared GARY FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared GARY A. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared ROSE M. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On November 22, 2011, before me, Debra Rene Perkins, Notary Public, personally appeared ERMA A. FRANSCIONI, 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 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/ 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.

Debra Rene Perkins

Notary Public

[SEAL]

DEBRA RENE PERKINS
Commission # 1923890
Notary Public - California
Monterey County
My Comm. Expires Jan 31, 2015

F:\WPWIN60\TXT\Land Use\WLMSNACT\2012\FSZK_2012_008_Gary Franscioni.wpd

exhibit A

LEGAL DESCRIPTION

Real property in the City of Soledad, County of Monterey, State of California , described as follows:

Parcels C and D as shown on Parcel Map of a portion of Lot 6, "Maps of the Partition of the Paraje De Sanches Ranchos and Ex-Mission Soledad Rancho" filed June 9, 2009 in Volume 22 of Parcel Maps at Page 113, in the Office of the County Recorder, Monterey County, California.

APN: 216-023-016 (Parcel C) and 216-023-017 (Parcel D)

"EXHIBIT B" - FARMLAND SECURITY ZONE COMPATIBLE USES

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

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

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

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

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

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

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

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

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

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

11. Public or private riding or hiking trails.

12. Removal of natural materials.

13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use. "Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c) *(Government Code Section 51296.7).*

END OF DOCUMENT

Attachment E

This page intentionally left blank.

Scheduled Matters, Continued:

10:00 a.m.

4600.000 S-3 Consider the recommendation of the Carmel Valley Blue Ribbon Committee to provide funding to prepare preliminary Engineering and Environmental Studies and Acquire Right-of Way for the Rio Road Extension.
BOARD ACTION: Upon motion of Supervisor Johnsen, seconded by Supervisor Potter, and carried by those members present with Supervisor Pennycook absent, the Board of Supervisors hereby takes the following actions:
1. **Considered the recommendation of the Carmel Valley Blue Ribbon Committee to provide funding to prepare preliminary engineering and environmental studies and acquire right-of-way for the Rio Road Extension;**
2. **Provided conceptual support of the Committee's recommendation; and**
3. **Provided direction to Public Works Department to explore all funding options.**

10:10 a.m.

0403.725 S-4 Request the Transportation Agency for Monterey County (TAMC) to approve a task to prepare a Countywide Regional Development Impact Fee Analysis.
BOARD ACTION: Upon motion of Supervisor Johnsen, seconded by Supervisor Potter, and unanimously carried by those members present with Supervisor Pennycook absent, the Board approved the staff's recommendations.

10:30 a.m.

0130.000 S-5 Consider and adopt policy for the processing of lot line adjustments on lands under Williamson Act contract, including compliance with Government Code section 51257.
BOARD ACTION: Upon motion of Supervisor Johnsen, seconded by Supervisor Potter, and unanimously carried by those members present with Supervisor Pennycook absent, the Board adopted Resolution No. 00-462, thereby approving the staff's recommendations.

11:00 a.m.

1900.0000 S-6 Meet with Congressman Sam Farr and Assembly Member Fred Keeley regarding the 2000 Legislative Session.
BOARD ACTION: The Board received presentations from Congressman Sam Farr and Assembly Member Fred Keeley.

12:00 p.m.

Recess to Lunch

1:30 p.m.

5100.000 S-7 **Received** report regarding Pajaro Station Area Feasibility Analysis and authorize Redevelopment Agency staff to work with the Economic Development Administration for a Livable Communities Grant in the amount of $200,000.
BOARD ACTION: Upon motion of Supervisor Potter, seconded by Supervisor Johnsen, and unanimously carried by those members present with Supervisor Pennycook absent, the Board approved the staff's recommendations.

Before the Board of Supervisors of the
County of Monterey, State of California

RESOLUTION NO. 00-462

A Resolution of the Monterey County Board of)
Supervisors Relating to the Processing of Lot Line)
Adjustments Affecting Property Under Agricultural)
Preserve Contract Pursuant to the Williamson Act.)

THE BOARD OF SUPERVISORS FINDS, DETERMINES AND DECLARES AS FOLLOWS:

A. The California Land Conservation Act of 1965, also known as the Williamson Act, (Government Code section 51200 *et seq.*) established a program of property tax incentives for the preservation of agricultural land and open space; and

B. Section 51257 was added to the California Government Code effective January 1, 1998. Section 51257 facilitates lot line adjustments on Williamson Act lands by providing for the recission of existing agricultural preserve contracts and the simultaneous creation of new contracts applying to the adjusted parcels; and

C. When a jurisdiction approves a lot line adjustment on Williamson Act lands, Section 51257 provides for the legislative body of that jurisdiction to make certain findings as a condition of the recission and simultaneous reexecution of new contracts for the subject lands; and

D. The California Department of Conservation is the State agency charged with interpreting and overseeing the implementation of the Williamson Act, pursuant to Government Code section 51206. The California Department of Conservation interprets Section 51257 as mandating specified findings by the local legislative body in connection with the approval of any lot line adjustment on Williamson Act lands; and

E. Section 51257(e) provides that the section shall remain in effect only until January 1, 2003, unless that date is extended or deleted by further act of the Legislature.

NOW, THEREFORE, BE IT RESOLVED THAT as long as Government Code section 51257 remains in effect, no proposed lot line adjustment involving land under agricultural preserve contract pursuant to the Williamson Act shall be approved unless all of the findings enumerated in Section 51257 are made by the Board of Supervisors with respect to the agricultural preserve parcels proposed to be adjusted.

On motion of Supervisor Johnsen, seconded by Supervisor Potter, the foregoing resolution is adopted this 12th day of December 2000, by

ATT. B (pg. 1)

the following vote:

AYES: Supervisor(s) **Calcagno, Johnsen and Potter.**

NOES: **None.**

ABSENT: **Supervisor Pennycook.**

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 12, 2000.

SALLY R. REED, Clerk of the Board of Supervisors,
County of Monterey, State of California
By Nancy Rukenbill
Deputy

ATT. B (pg. 2)

This page intentionally left blank

Introduced: 12/23/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Resolution

2026 North County Fire Protection District Impact Fees

Public hearing to consider adopting a resolution concurring in and ratifying the findings of the North County Fire Protection District; Adopting the North County Fire Protection District Impact Fees in accordance with Monterey County Code 10.80.100F

Proposed California Environmental Quality Act (CEQA) Action: Statutorily Exempt per CEQA Guidelines section 15378(b)(4)

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution

a. Concurring in and ratifying the findings of the North County Fire Protection District; and

b. Adopting the North County Fire Protection District Impact Fees in accordance with Monterey County Code 10.80.100F

SUMMARY:

Monterey County Code (MCC) Chapter 10.80 establishes provisions for assessing and collecting fire mitigation fees. The North County Fire Protection District (NCFPD) Board (District Board) requests to adopt an updated Fire Impact Fee program to ensure that new development funds are a proportionate share of necessary expansions to fire protection facilities, apparatus, and equipment, thereby preventing deterioration of the NCFPD's existing level of service.

DISCUSSION:

In accordance with MCC 10.80.110, the Fire Impact Fees for any District shall be collected prior to the issuance of any building permit, held in trust by the County, and transferred at least quarterly to the Fire District serving the area from which the fees were collected. Housing and Community Development (HCD) has been providing this service to the various Fire Districts for a number of years. To continue this practice, HCD is bringing the NCFPD's Fire Impact Fee Nexus Study and Resolution to the County Board for final approval.

Monterey County Code Section 10.80 establishes fire mitigation fees and a fee ceiling, with adjustments subject to approval by the County Board of Supervisors (County Board) upon demonstration of cost justification and requires that any increase in such fees be supported by a Nexus Study, subjected to a public hearing, and adopted through a formal resolution process in compliance with the Mitigation Fee Act.

The District Board received the Nexus Study conducted by SCI Consulting Group at a properly noticed public hearing as part of the District Board's regularly scheduled March 18, 2025, meeting. The District Board approved the Fire Impact Fee program and Fire Impact Fees proposed in the Nexus Study for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the NCFPD pursuant to the County Board Resolution. The attached District Board's Resolution 25-6-3 contains the proposed fees and all findings required under MCC 10.80.090 to allow their adoption.

FINANCING:
The staff time to bring the update to the NCFPD Fire Impact Fees to the Board of Supervisors is funded as part of the Fiscal Year 2025-26 Adopted Budget, Unit 8543, Appropriation Unit HCD002. This Board action will not result in any impacts to the County's General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested actions support the Board of Supervisors Strategic Plan goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Karen Riley-Olms, HCD Management Analyst II x5132
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Attachment B - NCFPD Fire Impact Nexus Study
Attachment C - NCFPD Adopted Resolution

cc: HCD Permit Center: Elizabeth Gonzalez and Elizabeth Ruiz; HCD Building Services: Joshua Bowling and Evan Nuckles; HCD Director: Craig Spencer; NCFPD Joel Mendoza and Jess Cortez

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

2026 North County Fire Protection District Impact Fees
Public hearing to consider adopting a resolution concurring in and ratifying the findings of the North County Fire Protection District; Adopting the North County Fire Protection District Impact Fees in accordance with Monterey County Code 10.80.100F
Proposed California Environmental Quality Act (CEQA) Action: Statutorily Exempt per CEQA Guidelines section 15378(b)(4)

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution
a. Concurring in and ratifying the findings of the North County Fire Protection District; and
b. Adopting the North County Fire Protection District Impact Fees in accordance with Monterey County Code 10.80.100F

SUMMARY:
Monterey County Code (MCC) Chapter 10.80 establishes provisions for assessing and collecting fire mitigation fees. The North County Fire Protection District (NCFPD) Board (District Board) requests to adopt an updated Fire Impact Fee program to ensure that new development funds are a proportionate share of necessary expansions to fire protection facilities, apparatus, and equipment, thereby preventing deterioration of the NCFPD's existing level of service.

DISCUSSION:
In accordance with MCC 10.80.110, the Fire Impact Fees for any District shall be collected prior to the issuance of any building permit, held in trust by the County, and transferred at least quarterly to the Fire District serving the area from which the fees were collected. Housing and Community Development (HCD) has been providing this service to the various Fire Districts for a number of years. To continue this practice, HCD is bringing the NCFPD's Fire Impact Fee Nexus Study and Resolution to the County Board for final approval.

Monterey County Code Section 10.80 establishes fire mitigation fees and a fee ceiling, with adjustments subject to approval by the County Board of Supervisors (County Board) upon demonstration of cost justification and requires that any increase in such fees be supported by a Nexus Study, subjected to a public hearing, and adopted through a formal resolution process in compliance with the Mitigation Fee Act.

The District Board received the Nexus Study conducted by SCI Consulting Group at a properly noticed public hearing as part of the District Board's regularly scheduled March 18, 2025, meeting. The District Board approved the Fire Impact Fee program and Fire Impact Fees proposed in the Nexus Study for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the NCFPD pursuant to the County Board Resolution. The attached District Board's Resolution 25-6-3 contains the proposed fees and all findings required under MCC 10.80.090 to allow their adoption.

FINANCING:

The staff time to bring the update to the NCFPD Fire Impact Fees to the Board of Supervisors is funded as part of the Fiscal Year 2025-26 Adopted Budget, Unit 8543, Appropriation Unit HCD002. This Board action will not result in any impacts to the County's General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The requested actions support the Board of Supervisors Strategic Plan goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Karen Riley-Olms, HCD Management Analyst II x5132
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Attachment B - NCFPD Fire Impact Nexus Study
Attachment C - NCFPD Adopted Resolution

cc: HCD Permit Center: Elizabeth Gonzalez and Elizabeth Ruiz; HCD Building Services: Joshua Bowling and Evan Nuckles; HCD Director: Craig Spencer; NCFPD Joel Mendoza and Jess Cortez

Attachment A

This page intentionally left blank

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

Resolution No. 26- _____

Resolution Concurring in and ratifying the findings of the North County Fire Protection District; Adopting the updated North County Fire Protection District Impact Fees in accordance with Monterey County Code section 10.80.100F

This Resolution is made with reference to the following facts:

WHEREAS, the Mitigation Fee Act (California Government Code section 66000, et seq.) allows for the establishment, increase, or imposition of development impact fees as a condition of approval, provided that the purpose and use of the fee are identified and a reasonable relationship between the fee and the development project is demonstrated;

WHEREAS, County of Monterey ("County") Code Chapter 10.80 establishes fire mitigation fees and a fee ceiling, with adjustments subject to approval by the County Board of Supervisors ("County Board") upon demonstration of cost justification. It further requires that any increase in such fees be supported by a Nexus Study, subjected to a public hearing, and adopted through a formal resolution process in compliance with the Mitigation Fee Act;

WHEREAS, the North County Fire Protection District of Monterey County ("District") Board of Directors ("Board") seeks to maintain its existing level of fire protection and emergency response service by ensuring that the necessary fire system resources are available to meet the demands of both current and future residents and businesses;

WHEREAS, the District Board desires to adopt an updated Fire Impact Fee program to ensure that new development funds its proportionate share of necessary expansions to fire protection facilities, apparatus, and equipment, thereby preventing deterioration of the District's existing level of service;

WHEREAS, the District Board has reviewed and considered the Fire Impact Fee Nexus Study Update prepared by SCI Consulting Group, dated March 2025 Final Report ("Nexus Study"), which provides the necessary analysis to support an update to the District's Fire Impact Fee program, complying with the requirements of the Mitigation Fee Act, Monterey County Code Chapter 10.80, and the Monterey County General Plan, a copy of which is attached to this Resolution as Exhibit “B” and incorporated by this reference;

WHEREAS, on June 17, 2025, the District Board adopted Resolution No. 25-6-3, a copy of which is attached to this Resolution as Exhibit “C,” and hereby incorporated by reference. Resolution No. 25-6-3 both accepted the Nexus Study and included a formal request that the County Board adopt and implement the District Board’s Fire Impact Fee Program, while concurrently the District Board

agreed to responsibility for the proper accounting and spending of Program funds and to hold the County harmless from and defend it from claims related to the charged fees;

WHEREAS, the Engineering News-Record (ENR) Construction Cost Index (20-Cities) has increased from 4,888 in January 1992 to 13,731.60 in January 2025, reflecting a percentage increase of approximately 180.92%, which justifies an adjustment to the fire impact fee ceiling under County Code section 10.80.100.F;

WHEREAS, the District does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, or any other appropriate sources;

WHEREAS, the District's lack of fire protection facilities and equipment to serve new development would create a situation perilous to public health and safety; and

WHEREAS, other fees charged by the District do not include payment toward the costs of the fire facility, apparatus, vehicles, and equipment expansion necessary as a result of new development as a component of the fee; therefore, the Fire Impact Fee is necessary.

NOW, THEREFORE, BE IT RESOLVED THAT the County of Monterey Board of Supervisors does hereby:

1. Concur in and ratify the findings of the North County Fire Protection District;

2. Adopt the updated North County Fire Protection District Impact Fees in accordance with Monterey County Code section 10.80.100.F;

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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book_____for the meeting on _____.

Dated:

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

By_____
Deputy

Attachment B

This page intentionally left blank.

NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY

FIRE IMPACT FEE NEXUS STUDY UPDATE

MARCH 2025
FINAL REPORT

PREPARED FOR:

BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY

PREPARED BY:

SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

(This page intentionally left blank.)

NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY

BOARD OF DIRECTORS

Don Chaplin, President
Jacqueline C. Simon, Vice President
Pete Scudder, Director
Stanley Silva, Director
Ramon Gomez, Director

FIRE CHIEF

Joel Mendoza

DIVISION CHIEF / FIRE MARSHAL

Jess Cortez

DIVISION CHIEF

Jess Mendoza

OFFICE MANAGER

Carolina Bravo

IMPACT FEE CONSULTANT

Blair Aas, Vice President
SCI Consulting Group

ACKNOWLEDGMENTS

This Fire Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the North County Fire Protection District of Monterey County ("District"). The work was accomplished under the general direction of Joel Mendoza, Fire Chief of the District.

We want to acknowledge the special efforts made by the following individuals and organizations for this project:

Jess Cortez, North County Fire Protection District of Monterey County
Carolina Bravo, North County Fire Protection District of Monterey County
Monterey County Auditor's Office
Monterey County Assessor's Office

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

INTRODUCTION 1
METHODOLOGY AND APPROACH 2
SUMMARY OF KEY FINDINGS 5
SUMMARY OF GENERAL RECOMMENDATIONS 6

DETERMINATION OF EXISTING DEVELOPMENT 7

EXISTING SERVICE POPULATION AND STRUCTURAL AREA 7
RESIDENT EQUIVALENT DEMAND FACTOR 8
EXISTING FIRE FACILITIES EDU DEMAND FACTOR 9
EXISTING FIRE FACILITIES DEMAND EDUS 11

DETERMINATION OF EXISTING FIRE SYSTEM FACILITIES 12

EXISTING FIRE SYSTEM FACILITIES 12

DETERMINATION OF THE FIRE IMPACT FEE 13

EXISTING FIRE FACILITIES STANDARD 13
RESIDENTIAL FIRE IMPACT FEE 13
NONRESIDENTIAL FIRE IMPACT FEE 15
COMPARISON OF CURRENT AND MAXIMUM FIRE IMPACT FEES 16

PROJECTED FIRE IMPACT FEE REVENUE 18

NEXUS FINDINGS 19

FEE PROGRAM ADOPTION REQUIREMENTS 22

FEE PROGRAM ADMINISTRATION REQUIREMENTS 24

ACCOUNTING REQUIREMENTS 24
REPORTING REQUIREMENTS 24
FEE PROGRAM UPDATES 25
TRANSPARENCY REQUIREMENTS 26
FEE EXEMPTIONS 26
FEE CREDITS 26
IMPROVEMENTS IN-LIEU OF FEES 26
AUTOMATIC ANNUAL INFLATIONARY ADJUSTMENT 26

APPENDICES 27

APPENDIX A – DISTRICT MAP AND FEE PROGRAM AREA 28
APPENDIX B – FIRE SYSTEM INVENTORY AND REPLACEMENT COST ESTIMATES 29

LIST OF FIGURES

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE 5
FIGURE 2 – CURRENT RESIDENTIAL DEMOGRAPHICS 8
FIGURE 3 – RESIDENT EQUIVALENT DEMAND FACTOR 9
FIGURE 4 – EXISTING FACILITIES EDU DEMAND FACTOR 10
FIGURE 5 – EXISTING DEMAND EDUS 11
FIGURE 6 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM FACILITIES 12
FIGURE 7 – FIRE FACILITIES COST PER DEMAND EDU 13
FIGURE 8 – MAXIMUM RESIDENTIAL FIRE IMPACT FEE 14
FIGURE 9 – MAXIMUM NONRESIDENTIAL FIRE IMPACT FEES 16
FIGURE 10 – COMPARISON OF CURRENT AND MAXIMUM FIRE IMPACT FEE 17
FIGURE 11 – PROJECTED FIRE IMPACT FEE REVENUE 18
FIGURE 12 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE 20
FIGURE 13 – EXISTING LAND AND BUILDING INVENTORY 29
FIGURE 14 – EXISTING APPARATUS AND EQUIPMENT INVENTORY 30

EXECUTIVE SUMMARY

INTRODUCTION

North County Fire Protection District of Monterey County ("District") provides first-responder fire protection and emergency response services to the unincorporated communities of Castroville, Elkhorn, Las Lomas, Moss Landing, Oak Hills, Pajaro, Prunedale, and Royal Oaks in northern Monterey County ("County"). Specifically, the District's services include fire prevention and suppression, emergency medical response and transport; rescue and hazardous materials response.

This Fire Impact Fee Nexus Study Update ("Nexus Study") was prepared pursuant to the Mitigation Fee Act ("Act") as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the collection of an updated fire impact fee ("fee") on new development within the District. The District's current fire impact fee is supported by the District's Fire Impact Fee Nexus Study, Final Report, which was approved by the District Board of Directors on May 15, 2018. The purpose of the fee is to fund the one-time cost of expanding the District's facilities, apparatus, and equipment needed to maintain its existing level of service. No capacity exists to serve new development. If the District's fire system capacity is not increased to satisfy the additional demand, the quality and responsiveness of the District's fire protection and emergency response services will deteriorate.

For purposes of this Nexus Study, the term "facilities" or "fire system facilities" will refer to facilities (land, stations, and other buildings), apparatus (engines and other vehicles), and equipment. The term "new development" will generally refer to the persons (residents and employees working in the District) and the structural area (residential area and nonresidential building area) in which the persons live or work.

Under California law, the District lacks land-use authority to impose impact fees on development projects. As the District serves the unincorporated areas of the County, the County Board of Supervisors is responsible for adopting the fire impact fee program and imposing the fees on behalf of the District. The updated fees shall cover the areas outlined in the map provided in Appendix A.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or "nexus" exists between new development that occurs within the District and the need for fire protection facilities, apparatus, and equipment as a result of new development. More specifically, this Nexus Study will present findings in order to meet the

procedural requirements of the Mitigation Fee Act, also known as AB 1600, which are as follows:

1. Identify the **purpose** of the fee. If the use is funding public facilities, the facilities must be identified. Identifying the public facilities may be a broad class of projects or made by reference to a capital improvement plan, made in applicable general or specific plan requirements, or made in other public documents.
2. Identify the **use** to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed (**"benefit relationship"**).
4. Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed ("**impact relationship**").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("**rough proportional relationship**").

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the County General Plan.

METHODOLOGY AND APPROACH

To determine the District's fire impact fee consistent with these substantive requirements, this Nexus Study utilizes a system-wide existing facility standard methodology. Under this method, the District's ratio of existing fire protection facilities, apparatus, and equipment to the existing service population establishes the standard for determining new development's fair share of the cost to expand the District's fire system as growth occurs.

The facility standard methodology is a commonly used method for determining fire impact fees. It was validated by the Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010. Under this method, identification and use of an existing facility standard and the restricted uses of fee revenue ensure that new development will not fund any existing deficiencies as prohibited by the Act. Instead, only capital improvements and apparatus, vehicle, and equipment purchases that expand the District's fire system are allowable uses of fee revenue. Likewise, the fee program will generate only enough revenue to proportionally expand the fire system to maintain the existing level of service.

The existing facility standard is based on the District's ratio of existing fire protection and emergency response facilities, apparatus, and equipment to the existing service population. Existing development refers to the persons (residents and employees working in the District) and the structural area (residential area and nonresidential building area) in which the persons live or work. Existing development demand is based on the District service call data. The replacement value of the District's existing fire system is determined using the replacement value of the District's existing inventory of fire protection facilities, apparatus, and equipment. These costs are then applied to nine land use categories in proportion to the need they create for fire protection and emergency response services.

The Act requires that in establishing a development impact fee program, the facilities funded by the fee must be identified. However, the Act provides flexibility regarding how that identification may be made.[1] The fee program may identify a broad class of projects[1] or made by reference to a capital improvement plan, made in applicable general or specific plan requirements, or made in other public documents.[2] This fee program identifies facilities (land, stations, and other buildings), apparatus (engines and other vehicles), and equipment as the broad classes that will be funded with the fee.

The District's capital improvements and apparatus and equipment purchases will benefit the entire fire system. The District's fire protection and emergency response resources are organized as an integrated fire system. The resources of one fire station do not serve a particular area in isolation from the District's other fire stations and resources. When the District has a service call, whether for a fire or other emergency, the District's response often involves resources from multiple fire stations. Likewise, new development in the District's services area is served by all the District facilities, apparatus, and equipment, not just by the nearest fire station.

Additionally, the 2018 Nexus Study also utilized the facility standard methodology, but it relied on a simplified assumption that demand was split equally between population (residents and employees) and structural area (residential or nonresidential). While straightforward, this approach did not account for variations in actual service demand generated by different land uses, potentially resulting in less precise cost allocations.

This Nexus Study Update refines the methodology by incorporating service call data, which provides a more accurate and data-driven basis for determining demand. By analyzing

[1] According to Government Code § 66000(b) and validated by Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010.
[2] According to Gov't Code Section 66001(a)(2).

actual service patterns, the updated approach identifies how different land uses—such as residential, commercial, and industrial—contribute to fire and emergency service needs. This ensures that impact fees are more closely aligned with the real-world demands created by new development.

FEE PROGRAM IMPLEMENTATION

The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and updated fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition, collection, and transparency of the fee are provided in the last sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings from the Nexus Study are presented:

1. Fire impact fees are necessary to ensure that the District can adequately expand its fire protection facilities, apparatus, and equipment needed for the resident and employee growth and new structural area created by new development.
2. The District's fire impact fees, established in 2018, have not been adjusted for cost inflation and are now outdated, making them insufficient to address the impacts of new development.
3. The District's objective is to maintain its existing level of service by establishing a fire impact fee to fund the cost of expanding its facilities, apparatus, and equipment attributable to new development.
4. The District may approve, and the County may adopt on their behalf, the following fees at or below the maximum level determined by this Nexus Study.

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE

Land Use Category	Unit	Maximum Fire Impact Fee
Single Family Housing	BSQFT	$0.86
Multi-Family Housing	BSQFT	$1.66
Mobile Home	BSQFT	$0.88
Assessory Dwelling Unit => 750 sq. ft.	BSQFT	$0.86
Assessory Dwelling Unit < 750 sq. ft.	- - - Exempt - - -	
Retail / Commercial	BSQFT	$0.94
Office	BSQFT	$1.28
Industrial	BSQFT	$0.84
Warehouse / Distribution	BSQFT	$0.45
Agriculture	BSQFT	$0.12

5. Consistent with the nexus requirements of the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the proposed fee, and facilities, apparatus, and equipment funded by the fee.
6. Fee revenue may be used to fund 100% of the cost of new and expanded facilities, 100% of the cost of apparatus, vehicles, and equipment that expand the District's existing inventory, and up to 9.5 percent the replacement cost of apparatus and vehicle purchases.

7. Since only cities and counties have land-use authority to impose development impact fees as a condition of project approval, the District's maximum fee must be adopted by the County on behalf of the District.
8. The maximum fire impact fee determined by this Nexus Study is consistent with the Act, Monterey County Ordinance Code Chapter 10.80 and the policies of the Monterey County General Plan.

SUMMARY OF GENERAL RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following general recommendations are presented:

1. Since only cities and counties have land use authority to impose development impact fees as a condition of project approval, the District's maximum fee must be adopted by the County on behalf of the District.
2. The District should establish an updated fire impact fee to fairly allocate the costs of providing fire protection facilities, apparatus, and equipment to new development.
3. The District's approved fee should be adopted and implemented in accordance with the applicable provisions of the Act.
4. The District should comply with the annual reporting requirements under Government Code § 66006(b).
5. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the District should comply with the reporting requirements under Government Code § 66001(d).
6. The cost estimates presented in this Nexus Study are in January 2025 dollars. The fire impact fee should be adjusted annually on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index (20-Cities), or its successor publication.
7. This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2033.

DETERMINATION OF EXISTING DEVELOPMENT

The District serves both residences and businesses throughout their service area. As such, the demand for the District's fire protection services and associated fire protection facilities, apparatus/vehicles, and equipment is measured by its service population (residents or employees) and the structural area (i.e., living area or nonresidential building area) in which they live or work. This section will first determine the service population and structural area within the District. These figures, along with the District's service call data, will be used to establish an existing facility demand factor for the various residential and nonresidential land uses within the District, which in turn will be used to determine existing development's total facilities demand.

EXISTING SERVICE POPULATION AND STRUCTURAL AREA

The District provides first-responder fire protection and emergency response services to the unincorporated communities of Castroville, Elkhorn, Las Lomas, Moss Landing, Oak Hills, Pajaro, Prunedale, and Royal Oaks in northern Monterey County. A map of the District's services boundaries and the fee program areas is provided in Appendix A.

The District currently serves an estimated resident population of 40,202 and provides fire protection for approximately 12,071 dwelling units, both occupied and vacant. These figures are derived from U.S. Census Bureau, 2023 ACS 5-Year Estimate, for the Castroville, Moss Landing, Oak Hills, Pajaro, Elkhorn, Las Lomas, and Prunedale Census-Designated Places. To account for vacancies, an estimated 7.97% vacancy rate, reported by the California Department of Finance, for unincorporated Monterey County is applied.

The District also serves an estimated 12,071 workers and protects approximately 5.2 million square feet of new nonresidential building area. The estimated number of workers in the District is based on an estimated jobs-to-housing ratio of 1.00. The estimated nonresidential structural area is calculated by multiplying the number of workers by 430 square feet of nonresidential building area for every worker (or 1.78 workers per 1,000 square feet.)

FIGURE 2 – CURRENT RESIDENTIAL DEMOGRAPHICS

Land Use Categories	Total Dwelling Units [1]	Vacant Dwelling Units	Occupied Housing Units	Dwelling Unit Occupancy Factor [3]	Resident Population
Calc	a	b	c = a - b	d	e = c * d
Single-Family Housing	9,924	791	9,133	3.60	32,879
Multi-Family Housing	905	72	833	4.73	3,940
Mobile Home	1,242	99	1,143	2.96	3,383
Total Residenital	12,071	962	11,109	3.62	40,202

Notes:

[1] From Monterey County Assessor's data as of February 2024.

[2] Based on an estimated 7.97% vacancy rate.

[3] Based on figures from the U.S. Census Bureau, 2023 ACS 5-Year Estimate, for the Castroville, Moss Landing, Oak Hills, Pajaro and Prunedale Census-Designated Places which is found to be representative of the District.

RESIDENT EQUIVALENT DEMAND FACTOR

For this Nexus Study, a calls-for-service approach is used to quantify the relative demand for fire facilities from residential and nonresidential land uses. Service call data is analyzed to calculate a resident equivalent demand factor, which compares the service demand generated by a worker to that of a household resident.

As illustrated in Figure 3 on the following page, service call data for calendar years 2022 through 2024 were collected from the District's Emergency Reporting database. Over this period, the District averaged 1,944 annual service calls originating from residential properties and 511 annual service calls from nonresidential properties. Service calls originating from highways, roads, open fields, or other non-classifiable sources are excluded from this analysis.

By dividing the total service calls for residential and nonresidential land uses by the corresponding estimated number of residents and workers, the relative demand per capita is determined. The results indicate that District residents have a baseline demand factor of 1.0, while workers in the District have a slightly lower demand factor of 0.88 relative to residents. This data-driven approach ensures an accurate and equitable allocation of fire facilities demand across land uses.

FIGURE 3 – RESIDENT EQUIVALENT DEMAND FACTOR

	Calc	Residential	Nonresidential
Average Annual Service Calls [1]	a	1,944	511
Residents or Workers [2]	b	40,202	12,071
Per Capita Fire Service Demand	c = a / b	0.0484	0.0423
Resident Equivalent Demand Factor	d = c / 0.1177	1.00	0.88

Sources: North County Fire Protection District of Monterey County; SCI Consulting Group

Notes:

[1] Average for 2024, 2023, and 2022 from the District's Emergency Reporting database.

[2] Estimated exsiting residents with the District. Workers is based on estimated jobs-to-housing ratio of 1.

EXISTING FIRE FACILITIES EDU DEMAND FACTOR

Next, equivalent dwelling unit (EDU) demand factors are established to compare the relative demand for fire facilities across three residential and five nonresidential land use categories. The EDU metric also serves to convert nonresidential building area into an equivalent residential dwelling unit value. This widely-used approach ensures the cost of fire protection facilities, apparatus, and equipment is equitably distributed between residential and nonresidential land uses.

Figure 4 below illustrates the calculation of EDU demand factors for eight land use categories. Residential land use categories are measured per dwelling unit, while nonresidential categories are measured per 1,000 square feet of building area. The calculation multiplies the occupancy density of each land use category by its respective resident equivalent demand factor, converting the result to a single-family home equivalent. For instance, by this calculation, one single-family home generates the same demand for fire facilities as 620 square feet of retail/commercial building area. This methodology ensures proportional and consistent allocation of fire protection costs across all land use types.

FIGURE 4 – EXISTING FACILITIES EDU DEMAND FACTOR

Land Use Category	Unit	Occupancy Density per Unit [1]	Resident Equivalent Demand Factor [2]	Facilities EDU Demand Factor
Calc		a	b	c = (a * b) / 3.6 (rounded)
Single-Family Housing	DU	3.60	1.00	**1.00**
Multi-Family Housing	DU	4.73	1.00	**1.31**
Mobile Home	DU	2.96	1.00	**0.82**
Residential	DU	3.61	1.00	**1.00**
Retail / Commerical	KBSF	2.56	0.88	**0.62**
Office	KBSF	3.47	0.88	**0.84**
Industrial	KBSF	2.28	0.88	**0.55**
Warehouse / Distribution	KBSF	1.23	0.88	**0.30**
Agriculture	KBSF	0.33	0.88	**0.08**
Nonresidential	KBSF	1.78	0.88	**0.43**

DU = Dwelling Unit; KBSQ = 1,000 square feet of building area

Notes:

[1] Residents per unit is based on census data the 2020 U.S. Census American Community Survey 2023 5-Year Estimate for the District. Retail / commercial, office, and industrial density figures are based on the 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments expressed in terms of the number of employees per 1,000 square feet of building area.

[2] See Figure 3.

EXISTING FIRE FACILITIES DEMAND EDUS

Figure 5 below calculates the District's existing demand EDUs based on the total number of dwelling units and estimated nonresidential building area within the District. As shown, the total existing demand EDUs for the District is 14,360. Existing demand EDUs represent the level of existing development served by the District's existing facilities.

FIGURE 5 – EXISTING DEMAND EDUS

Land Use	Unit	Existing Units [1]	Fire Facilities EDU Demand Factor [2]	Total Existing Demand EDUs
Calc		a	b	c = a * b
Single Family Housing	DU	9,924	1.00	9,924
Multi-Family Housing	DU	905	1.31	1,186
Mobile Home	DU	1,242	0.82	1,018
Nonresidential	KBSF	5,191	0.43	2,232
Total		**17,262**		**14,360**

Notes:
[1] See Figure 2.
[2] See Figure 4.

EXISTING FIRE SYSTEM FACILITIES

The next step in determining the District's existing facilities standard is to calculate the replacement value of the District's fire protection and emergency response facilities system. Figure 6 below presents a summary of replacement value (in 2025 dollars) for the District's existing facilities (land and stations), apparatus (engines and other vehicles), and equipment (ancillary and station).

The fire station replacement value is based on a construction cost estimate from the BNi Building News Square Foot Costbook, 2024 Edition, for fire station construction in the greater Watsonville area. The estimated land value is based on market research conducted by SCI Consulting Group for land sales in 2024. The estimated replacement value of the District's apparatus, vehicles, and equipment inventory is based on unit cost assumptions provided by the District. Estimated values of older apparatus have been discounted from the replacement value of the new apparatus to reflect their age. As outlined below, the estimated replacement value of the District's existing fire protection facilities, apparatus, and equipment is approximately $21.3 million in 2025 dollars. A detailed breakdown of the inventory, including specific items and their estimated replacement values, is provided in Appendix B.

FIGURE 6 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM FACILITIES

Fee Components	Total Replacement Value (2025$)
Land	$428,700
Stations / Other Buildings	$14,404,456
Apparatus / Vehicles	$4,628,800
Equipment	$1,863,000
Total Existing Fire System Facilities	**$21,324,956**

Source: North County Fire Protection District of Monterey County; SCI Consulting Group

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the need for fire protection facilities, apparatus, and equipment and the type of development project on which the fee is imposed. In this section, the District's existing fire facilities standard is determined and then applied to four residential and three nonresidential land uses categories in proportion to the demand they create as measured by their EDU demand factor.

EXISTING FIRE FACILITIES STANDARD

The District's ratio of existing facilities, apparatus, and equipment to the existing demand establishes the standard for determining new development's fair share of the cost to replace and expand the District's facilities as growth occurs. As shown below, the standard is represented by the existing fire system facilities cost of $1,485.02 per demand EDU.

FIGURE 7 – FIRE FACILITIES COST PER DEMAND EDU

Existing Fire System Facilities [1]	$21,324,956
Existing Demand EDUs [2]	14,360
Existing Fire Facility Cost Per EDU	**$1,485.02**

Notes:
[1] See Figure 4.
[2] See Figure 3.

RESIDENTIAL FIRE IMPACT FEE

Since residential land uses have varying dwelling unit occupancies and living areas, the residential fire impact fees are expressed on a per-square footage basis for three residential land use categories. The three residential land use categories are defined below.

- "**Single-family housing**" means detached or attached one-family dwelling units;
- "**Multi-family housing**" means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family, including condominiums and cluster developments; and
- "**Mobile home**" means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

- **"Accessory Dwelling Unit (ADU)" means a** secondary residential unit located on the same property as a primary dwelling, providing independent living facilities including a kitchen, bathroom, and sleeping area.

The residential fire impact fee shall be charged on the square footage within the perimeter of a residential structure. Garages, carports, walkways, overhangs, patios, enclosed patios, detached storage structures, or similar areas are excluded.

Figure 8 below presents the calculation of the maximum residential fire impact fee. As shown, the residential fee is determined by multiplying the fire facility standard by their respective EDU demand factor plus an additional three percent for the administration of the fire impact fee program. The fee program administrative cost component is designed to offset the cost of District and County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates, and other costs reasonably related to compliance with the Act.

FIGURE 8 – MAXIMUM RESIDENTIAL FIRE IMPACT FEE

Residential Land Use Categories	Existing Facilities Standard [1]	EDU Demand Factor [2]	Cost per Dwelling Unit	Fee Program Admin. 3%	Average Living Area (Sq. Ft.) [3]	Maximum Fire Impact Fee [4]
Calc	a	b	c = a * b	d = c * 0.03	e	f = (c + d) / e
	---------- per dwelling unit ----------					- per sq. ft. -
Single Family Housing	$1,485.02	1.00	$1,485.02	$44.55	1,775	$0.86
Multi-Family Housing	$1,485.02	1.31	$1,945.38	$58.36	1,200	$1.66
Mobile Home	$1,485.02	0.82	$1,217.72	$36.53	1,425	$0.88
ADU < 750 sq. ft. [5]	NA	NA	NA	NA	NA	Exempt
ADU => 750 sq. ft. [5]	NA	NA	NA	NA	NA	$0.86

Notes:

[1] See Figure 7.

[2] See Figure 4.

[3] Based on Monterey County Assessor's Lien Roll Data as of July 1, 2024.

[4] The maximum residential fire impact fee is rounded down to the nearest cent.

[5] Pursuant to Govt. Code § 65852.2(f)(3)(A), development impact fees for a new accessory dwelling unit must be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

The District may approve, and the County may adopt fees lower than the maximum, justified amounts shown below, provided that they are reduced by the same percentage for each land use category.

NONRESIDENTIAL FIRE IMPACT FEE

As stated earlier, the Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Since different nonresidential land uses have varying employment densities, the nonresidential fire impact fee is expressed per square foot of building area based on their respective facilities demand EDU factor for five nonresidential land use categories. The five nonresidential land use categories are as follows:

- **"Retail / Commercial"** means retail, commercial, educational, and hotel/motel construction;
- **"Office"** means general, professional, and medical office construction;
- **"Industrial"** means manufacturing construction;
- **"Agriculture"** means the construction of barns and other agricultural structures; and
- **"Warehouse / Distribution"** means the construction of buildings primarily devoted to the storage and/or distribution of materials.

The nonresidential fee shall be charged for "covered and enclosed space" within the perimeter of a nonresidential structure. Any storage areas incidental to the principal use of the development, garage, parking structure, unenclosed walkway, or utility or disposal area are excluded.

Figure 9, on the following page, presents the calculation of the nonresidential fire impact fees. The District may approve, and the County may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the fees for the five nonresidential land uses are determined by multiplying the facilities standard by their respective facilities demand factor plus an additional 3 percent for administration of the fire impact fee program.

FIGURE 9 – MAXIMUM NONRESIDENTIAL FIRE IMPACT FEES

Nonresidential Land Use Categories	Existing Facilities Standard [1]	EDU Demand Factor [2]	Cost per Unit	Fee Program Admin. 3%	Total Cost per Unit	Maximum Fire Impact Fee [3]
Calc	a	b	c = a * b	d = c * 0.03	e = c + d	f = e / 1,000
	---------- per 1,000 sq. ft. ----------					- per sq. ft. -
Retail / Commerical	$1,485.02	0.62	$920.72	$27.62	$948.34	**$0.94**
Office	$1,485.02	0.84	$1,247.42	$37.42	$1,284.84	**$1.28**
Industrial	$1,485.02	0.55	$816.76	$24.50	$841.27	**$0.84**
Warehouse / Distribution	$1,485.02	0.30	$445.51	$13.37	$458.87	**$0.45**
Agriculture	$1,485.02	0.08	$118.80	$3.56	$122.37	**$0.12**

Notes:

[1] See Figure 7.

[2] See Figure 4.

[3] The maximum nonresidential fire impact fee is rounded down to the nearest cent.

COMPARISON OF CURRENT AND MAXIMUM FIRE IMPACT FEES

The figure below compares the District's current fire impact fee established in 2018 with the maximum fire impact fee justified by this Nexus Study. The new residential fire impact fee is expressed for three residential land use categories. Nonresidential fees are separated into retail/commercial, office, industrial, and warehouse/distribution fees. Accessory dwelling unit "ADU" of 750 square feet or more must be charged proportionately in relation to the square footage of the primary dwelling unit. The construction of an ADU with less than 750 square feet of living area is exempt from the fire impact fee.

The new methodology also incorporates more detailed demand factors and replacement costs, aligning fees more accurately with growth-related impacts, unlike the more simplistic structure of the prior Nexus Study.

FIGURE 10 – COMPARISON OF CURRENT AND MAXIMUM FIRE IMPACT FEE

Land Use Category	Unit	Current Fire Impact Fee (2018)	Maximum Fire Impact Fee (2025)	% Change
Single Family Housing	BSQFT	$0.65	$0.86	32%
Multi-Family Housing	BSQFT	$1.22	$1.66	36%
Mobile Home	BSQFT	$0.72	$0.88	22%
Assisted Living	BSQFT	$0.52	NA	-
Assessory Dwelling Unit => 750 sq. ft.	BSQFT	$0.65	$0.86	32%
Assessory Dwelling Unit < 750 sq. ft.	---------- Exempt ----------			
Retail / Commercial	BSQFT	$0.72	$0.94	31%
Office	BSQFT	$0.87	$1.28	47%
Industrial	BSQFT	$0.68	$0.84	24%
Warehouse / Distribution	BSQFT	$0.52	$0.45	-13%
Agriculture	BSQFT	$0.37	$0.12	-68%

PROJECTED FIRE IMPACT FEE REVENUE

Figure 11 projects fire impact fee revenue through 2040. Total fire impact fee revenue (in 2025 dollars) is then calculated by multiplying the fire facilities demand standard by demand EDU growth. Residential demand assumes an annual growth rate of 0.5 percent. It is assumed that nonresidential development will occur proportionately. As shown, fire impact fee revenue will contribute approximately $2.24 million (in 2025 dollars) towards the District's long-term capital improvement plan. Certainly, arguments can be made for higher or lower demand growth. However, the projected demand growth and fee revenue are merely estimates for planning purposes.

FIGURE 11 – PROJECTED FIRE IMPACT FEE REVENUE

Land Use Category	Current Demand EDUs (2025) [1]	Demand EDU Growth (2045) [2]	Existing Facilities Standard [3]	Projected Fire Impact Fee Revenue (2025$) [4]
Calc	a	b	c	d = b * c
Residential	12,128	1,272	$1,485.02	$1,889,000
Nonresidential	2,232	234	$1,485.02	$348,000
Total District	**14,360**	**1,506**	**$1,485.02**	**$2,237,000**

Source: Association of Monterey Bay Area Goverments ("AMBAG"); SCI Consulting Group

Notes:

[1] See Figure 5.

[2] Based on a projected annual growth rate of 0.5% .

[3] See Figure 7.

[4] Rounded to the nearest thousand.

It is important to note that the fire impact fee program is designed not to be dependent on a specific capital improvement plan and a specific level of new development. Only enough fee revenue will be generated for the District to expand its existing level of service to serve the growing service population.

The District will need to fund existing deficiencies and any other purchases and improvement costs above its existing level of service with other funding sources. Other potential funding sources include but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

This section frames the Nexus Study findings in terms of the legislated requirements to demonstrate the legal justification of the fire impact fee. These requirements are discussed below.

PURPOSE OF FEE

The purpose of the fire impact fee is to fund the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District. The fire impact fee will enable the District to maintain its existing level of service by ensuring that the costs of expanded facilities, apparatus, and equipment required to accommodate growth are funded by new development rather than placing a financial burden on existing developments.

USE OF FEE REVENUE

Fee revenue will be used to fund new facilities (land, stations, and other buildings), new apparatus (engines, ambulances, and other vehicles), and new equipment costs that expand the District's fire system capacity.

Due to the increased service calls from the persons and structure area growth created by new development, the District's operational workload for emergency response vehicles will intensify. This heightened usage accelerates wear and tear on apparatus, reducing their lifespan and requiring more frequent replacement to sustain operational readiness and reliability. Therefore, as a result of new development, the District will need to replace apparatus more frequently and/or add apparatus to its fleet. To address these impacts, the District may use fee proceeds to fund up to 9.5 percent of an apparatus replacement, up to 100 percent of the cost of adding apparatus to the fleet, or a combination of both.[3] This approach complies with the requirements of the Act while allowing the District the flexibility needed to manage its apparatus fleet and maintain essential fire services effectively.

Lastly, the cost of fee collection, accounting, satisfying reporting requirements, periodic nexus studies, and other expenses related to compliance with the Act will also be funded with fee revenue.

[3] Represents the percentage growth in demand EDUs thru buildout. See Figure 11.

It is important to note that only enough fee revenue will be generated for the District to maintain its existing level of service to serve the growing community. Fee revenue will not be used to fund existing deficiencies, such as station renovation that does not expand fire system capacity.

A summary of the allowable and prohibited uses of fee revenue is provided on the following page.

FIGURE 12 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

Allowable Uses	***Prohibited Uses***
▪ *New (added) or expanded land and facilities costs (100%)* ▪ *Apparatus, vehicles, and equipment purchases that expand the system inventory (100%)* ▪ *Facility costs already incurred to provide growth-related capacity (100%)* ▪ *Portion of apparatus, vehicles, and equipment replacement costs attributable to new development (9.5%)* ▪ *Portion of a renovation project that expands service capacity* ▪ *Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.*	▪ *Existing deficiencies, such as improvements to existing facilities that do not expand service capacity* ▪ *Portion of apparatus, vehicles, and equipment replacement costs attributable to existing development (90.5%)* ▪ *Operational, maintenance, or repair costs*

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. In order to maintain its existing level of fire protection and emergency response services, fee revenue will be used to expand District's facilities, apparatus, and equipment to meet the additional demand generated by the new residents and employees and new structural area created by new development projects.

Fee revenue will be deposited into a separate fire impact fee account or fund in a manner that avoids any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. Additionally,

the Act ensures that fee revenue is expended expeditiously or refunded to the developer. These Act requirements ensure that a development project paying the fire impact fee will benefit from its use. Moreover, since the District's fire protection and emergency response resources are organized as an integrated fire system, improvements and purchases with the District benefit the entire fire system.

IMPACT RELATIONSHIP

New residential and nonresidential development projects in the District will grow the persons (residents and employees) and the structural area (residential area and nonresidential building area) in persons who live or work. The growth in persons and structural area will create an additional need for the District's fire protection and prevention, emergency response service, and a corresponding need for new or expanded facilities and replacement of apparatus, vehicles, and equipment. The fee will be imposed on different types of development projects to the additional service population generated and structural area created by new development projects.

ROUGH PROPORTIONALITY

The cost of fire protection facilities, apparatus, and equipment attributable to a development project is based upon the level of existing development served by the District's existing fire protection facilities. The use of an existing facility standard methodology to determine the fire impact fee achieves proportionality between existing development and new development. Moreover, these equivalent costs are applied to various land use categories in proportion to the need they create for expanded facilities.

The use of a fire facilities demand factor to determine the fire impact fee schedule achieves proportionality across the types of development on which the fee is imposed. Larger development projects will generate a higher number of persons and structural area to protect and, as a result, will pay a higher fee than smaller development projects. Thus, the application of a fire impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities, equipment, and apparatus attributable to that project.

FEE PROGRAM ADOPTION REQUIREMENTS

Under California law, the District does not have land use authority to impose impact fees on development projects. Because the District serves an unincorporated area of the County, the County Board of Supervisors must adopt the fire impact fee program on behalf of the District. The following outlines the general requirements for the approval of the Nexus Study and updated fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors. The specific statutory requirements for this process are set forth in the Mitigation Fee Act (California Government Code § 66000 et seq.) and the County Municipal Code Chapter 10.80. SCI recommends that the notice and hearing requirements be satisfied by the District for approval and by the County for adoption.

NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY

1. Open and Public Meeting: The District Board must conduct at least one open and public meeting as part of a regularly scheduled session to consider and adopt the Nexus Study and updated fee program.
2. Public Review of the Nexus Study: The District must make the Nexus Study available for public review no less than 30 days prior to the meeting, in accordance with Government Code § 66016.5(a)(7).
3. Notice to Interested Parties: At least 30 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees. Although Government Code § 66016(a) requires mailing notice of the meeting to interested parties at least 14 days prior, this shorter timeline should be superseded by the 30-day public review requirement to ensure compliance with the intent of Government Code § 66016.5(a)(7).
4. Public Hearing Notice: At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of first and last publication, not counting such publication dates. While Government Code § 66018(a) requires public hearing notices to be published at least 10 days prior, this shorter requirement should be superseded by the 30-day public review requirement to ensure compliance with the intent of Government Code § 66016.5(a)(7).
5. Adoption of the Fee Program: After the public hearing, the District Board must adopt a resolution approving the Nexus Study and updated fire impact fees.

COUNTY OF MONTEREY

1. Open and Public Meeting: The County Board of Supervisors must conduct at least one open and public meeting as part of a regularly scheduled session to consider and adopt the Nexus Study and updated fee program.
2. Public Review of the Nexus Study: The County must make the Nexus Study available for public review no less than 30 days prior to the meeting, in accordance with Government Code § 66016.5(a)(7).
3. Notice to Interested Parties: At least 30 days before the meeting, the County shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees. Although Government Code § 66016(a) requires mailing notice of the meeting to interested parties at least 14 days prior, this shorter timeline should be superseded by the 30-day public review requirement to ensure compliance with the intent of Government Code § 66016.5(a)(7).
4. Public Hearing Notice: At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of first and last publication, not counting such publication dates. While Government Code § 66018(a) requires public hearing notices to be published at least 10 days prior, this shorter requirement should be superseded by the 30-day public review requirement to ensure compliance with the intent of Government Code § 66016.5(a)(7).
5. Adoption of the Fee Program: After the public hearing, the County Board of Supervisors must adopt a resolution approving the Nexus Study and setting the District's fire impact fees. The fees will become effective 60 days after adoption or on a later date specified in the resolution, pursuant to Government Code § 66017(a).

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section contains general requirements for the administration of the fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

Proceeds from the updated fire impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue or unexpended balances of the existing fee program funds. The fire impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such an account should be deposited in that account and expended solely for the purpose for which it was originally collected.

REPORTING REQUIREMENTS

The following information, entitled *Annual Report*, must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting, not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place

of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District or the County for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any fire impact fee proceeds and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended fire impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make all of the following findings, entitled Five-Year Report, with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

A refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Section 66001 (e) of the Government Code, shall be provided to the current record owner of any property for which a fee was paid, provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

The Five-Year Findings Report must be made available to the public in connection with the Annual Report for the fifth fiscal year.

FEE PROGRAM UPDATES

This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2033.

TRANSPARENCY REQUIREMENTS

The District must clearly post the following information on the District's website. Updates to the information must be made available within 30 days of any change.

- The current fee schedule or direct link indicating the effective date when it was adopted by the County Board of Supervisors.
- Current and five previous Annual Reports.
- Current and any previous Nexus Study conducted after January 1, 2018.

FEE EXEMPTIONS

The following development projects are exempted from payment of the fee:

- A structure owned by a governmental agency.
- An accessory dwelling unit less than 750 square feet.
- A development project found to have no impact on the District's fire system.

FEE CREDITS

A fee credit shall be given for demolished existing square footage as part of a new development project in order to comply with the Act and recent court cases. The fee credit shall be based on the effective fee for the demolished land use category.

IMPROVEMENTS IN-LIEU OF FEES

Subject to certain restrictions, if a developer dedicates land, constructs facilities, or provides apparatus/equipment for the District, the fire impact fees imposed on that development project may be adjusted to reflect a fee credit for the cost of the dedicated land, facilities constructed, and apparatus/equipment provided.

ANNUAL INFLATIONARY ADJUSTMENT

In order for the District to maintain its level of service, the fee will need to be adjusted annually commensurate with changes in the cost of facilities, apparatus, and equipment. Therefore, the fire impact fee should be adjusted on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index, or its successor publication.

APPENDICES

Appendix A – District Map and Fee Program Area

Appendix B – Fire System Inventory and Replacement Cost Estimates

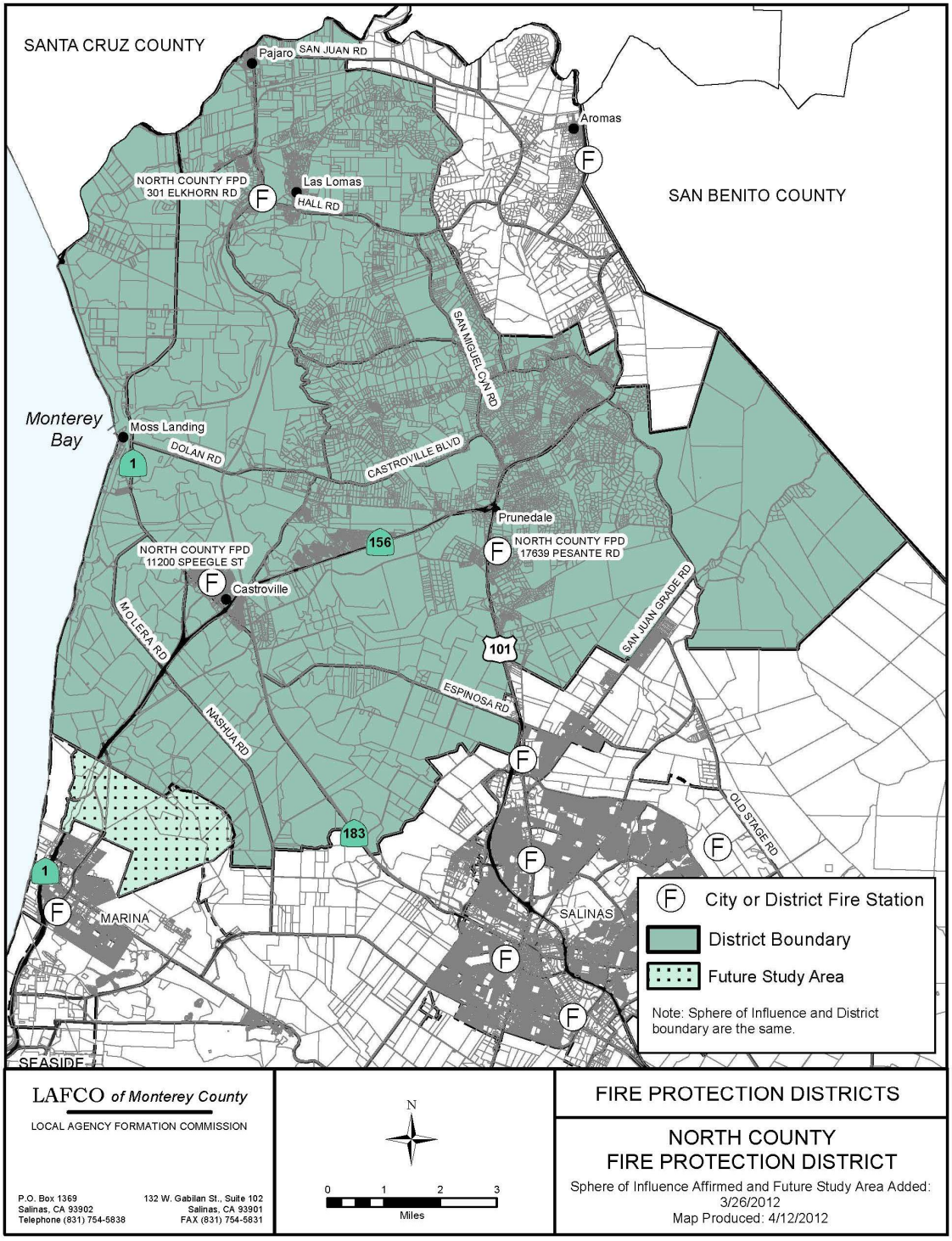

SANTA CRUZ COUNTY
Pajaro
SAN JUAN RD
Aromas
SAN BENITO COUNTY
NORTH COUNTY FPD
301 ELKHORN RD
Las Lomas
HALL RD
SAN MIGUEL CYN RD
Monterey Bay
Moss Landing
DOLAN RD
CASTROVILLE BLVD
Prunedale
NORTH COUNTY FPD
17639 PESANTE RD
NORTH COUNTY FPD
11200 SPEEGLE ST
Castroville
SAN JUAN GRADE RD
MOLERA RD
ESPINOSA RD
NASHUA RD
OLD STAGE RD
MARINA
SALINAS
SEASIDE
City or District Fire Station
District Boundary
Future Study Area
Note: Sphere of Influence and District boundary are the same.
LAFCO of Monterey County
LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838
132 W. Gabilan St., Suite 102
Salinas, CA 93901
FAX (831) 754-5831
N
0 1 2 3
Miles
FIRE PROTECTION DISTRICTS
NORTH COUNTY
FIRE PROTECTION DISTRICT
Sphere of Influence Affirmed and Future Study Area Added: 3/26/2012
Map Produced: 4/12/2012

FIGURE 13 – EXISTING LAND AND BUILDING INVENTORY

Fire Station	Amount	Unit Cost	Replacement Cost (2025$)
Calc	a	b	c = a * b
Station 1			
Land	0.258 acres	$150,000 per acre	$38,700
Buildings	9,004 sq. ft.	$764 sq. ft.	$6,879,056
Station 2			
Land	1.00 acres	$150,000 per acre	$150,000
Buildings	4,250 sq. ft.	$764 sq. ft.	$3,247,000
Station 3			
Land	1.60 acres	$150,000 per acre	$240,000
Buildings	5,600 sq. ft.	$764 sq. ft.	$4,278,400
Total Existing Facilities (Land and Buildings)			**$14,833,156**

Source: North County Fire Protection District of Montery County; SCI Consulting Group

FIGURE 14 – EXISTING APPARATUS AND EQUIPMENT INVENTORY

Unit ID	Type	Purchase Year	Apparatus / Vechicles [1]	Ancillary Equipment	Replacement Value (2025$)
5211	Fire Engine/Pumper	2003	$237,500	$130,000	$367,500
5212	Fire Engine/Pumper	2010	$475,000	$130,000	$605,000
5213	Fire Engine/Pumper	2022	$950,000	$130,000	$1,080,000
5221	Fire Engine/Pumper	1997	$237,500	$130,000	$367,500
5222	Fire Engine/Pumper	2003	$237,500	$130,000	$367,500
5223	Fire Engine/Pumper	1996	$237,500	$130,000	$367,500
5231	Brush Fire Engine	2001	$137,500	$95,000	$232,500
5232	Brush Fire Engine	2021	$550,000	$95,000	$645,000
5233	Brush Fire Engine	2001	$137,500	$95,000	$232,500
5241	Water Tender	1996	$125,000	$30,000	$155,000
5243	Water Tender	2008	$125,000	$30,000	$155,000
5263	Heavy Rescue	2004	$150,000	$260,000	$410,000
5265	Embergency Mobile Office	2010	$275,000	$260,000	$535,000
5271	Ladder/pump Truck	2005	$375,000	$130,000	$505,000
5200	Command Vehicle	2024	$50,000	$12,000	$62,000
5201	Command Vehicle	2021	$50,000	$12,000	$62,000
5202	Command Vehicle	2021	$50,000	$12,000	$62,000
5203	Command Vehicle	2021	$50,000	$12,000	$62,000
5291	Utility Pickup	2024	$55,000	$10,000	$65,000
5292	Utility Pickup	2024	$55,000	$10,000	$65,000
5293	Utility Pickup	2024	$55,000	$10,000	$65,000
5299	Utility Truck Med Duty	1988	$13,800	$10,000	$23,800
Total Apparatus and Equipment			**$4,628,800**	**$1,863,000**	**$6,491,800**

Source: North County Fire Protection District of Monterey County

Notes:

[1] Value based on estimated current replacement value. Adjustments have been made to discount apparatus and vehicles based on age (0 - 5 years at 100% , 6-10 years at 75% ; 11 - 15 years at 50% and 16 years or more at 25% .)

(This page intentionally left blank)

This page intentionally left blank

Attachment C

This page intentionally left blank.

RESOLUTION NO. 25-6-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY APPROVING THE FIRE IMPACT FEE NEXUS STUDY UPDATE, RESCINDING THE PRIOR VERSION OF THIS RESOLUTION, AND REQUESTING THAT THE MONTEREY COUNTY BOARD OF SUPERVISORS ADOPT AND IMPOSE THE UPDATED FIRE IMPACT FEE PROGRAM ON BEHALF OF THE DISTRICT

WHEREAS, the Mitigation Fee Act (California Government Code Section 66000 et seq.) allows for the establishment, increase, or imposition of development impact fees as a condition of approval, provided that the purpose and use of the fee are identified and a reasonable relationship between the fee and the development project is demonstrated; and

WHEREAS, County of Monterey ("County") Code Section 10.80 establishes fire mitigation fees and a fee ceiling, with adjustments subject to approval by the County Board of Supervisors ("County Board") upon demonstration of cost justification, and requires that any increase in such fees be supported by a Nexus Study, subjected to a public hearing, and adopted through a formal resolution process in compliance with the Mitigation Fee Act; and

WHEREAS, the North County Fire Protection District of Monterey County ("District") Board of Directors ("Board") seeks to maintain its existing level of fire protection and emergency response service by ensuring that the necessary fire system resources are available to meet the demands of both current and future residents and businesses; and

WHEREAS, the District Board desires to adopt an updated Fire Impact Fee program to ensure that new development funds its proportionate share of necessary expansions to fire protection facilities, apparatus, and equipment, thereby preventing deterioration of the District's existing level of service; and

WHEREAS, the District Board has reviewed and considered the Fire Impact Fee Nexus Study Update prepared by SCI Consulting Group, dated March 2025 Final Report ("Nexus Study"), which provides the necessary analysis to support an update to the District's Fire Impact Fee program, complying with the requirements of the Mitigation Fee Act, Monterey County Code Section 10.80, and the Monterey County General Plan; and

WHEREAS, the Engineering News-Record (ENR) Construction Cost Index (20-Cities) has increased from 4,888 in January 1992 to 13,731.60 in January 2025, reflecting a percentage increase of approximately 180.92%, which justifies an adjustment to the fire impact fee ceiling under County Code Section 10.80; and

WHEREAS, the District does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, or any other appropriate sources; and

WHEREAS, the District's lack of fire protection facilities and equipment to serve new development would create a situation perilous to public health and safety; and

WHEREAS, other fees charged by the District do not include payment toward the costs of the fire facility, apparatus, vehicles, and equipment expansion necessary as a result of new development as a component of the fee; therefore, the Fire Impact Fee is necessary; and

WHEREAS, the Board of Directors previously adopted Resolution No. 25-3-1 on March 18, 2025, which included incorrect fire impact fee amounts not aligned with the Nexus Study; and

WHEREAS, the Board now desires to rescind Resolution No. 25-3-1 in its entirety and replace it with this corrected resolution, which incorporates the properly justified fire impact fees established by the Nexus Study.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

1) The District Board hereby receives and approves the Nexus Study.

2) The Board hereby rescinds in its entirety Resolution No. 25-3-1 adopted on March 18, 2025, and replaces it with this resolution.

3) Prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made as part of the Board's regularly scheduled March 18, 2025, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66018. Additionally, at least 30 days before the meeting, the District made the Nexus Study available for public review.

4) After considering the Nexus Study and this Resolution, and after considering the testimony received at this public hearing, the District Board hereby makes the following findings:

   a) The Fire Impact Fee program and Fire Impact Fee proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District; and

   b) The Fire Impact Fee proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the District's facilities and equipment, replace and expand the District's apparatus and vehicles inventory to serve new development; and

   c) The uses of the Fire Impact Fee proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and

   d) The Fire Impact Fee proposed in the Nexus Study, and approved pursuant to this Resolution, bears a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the District's fire protection and emergency

response services and a corresponding need for new or expanded facilities, apparatus, and equipment. The fee will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and

e) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fire Impact Fee and the cost of the fire protection facilities, apparatus, and equipment attributable to the development on which the fee is imposed in that the costs are based upon the level of existing development served by the District's existing fire protection facilities and applied proportionately to seven land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.

5) The District Board finds that pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)

6) The District Board does hereby approve the following Fire Impact Fees on new development:

Land Use	**Fire Impact Fees**
Residential Development	**Per Living Area Sq. Ft.**
Single-Family Housing	$0.86
Multi-Family Housing	$1.66
Mobile Home	$0.88
ADUs => 750 sq.ft.	$0.86
ADUs < 750 sq.ft.	Exempt
Nonresidential Development	**Per Building Sq. Ft.**
Retail / Commercial	$0.94
Office	$1.28
Industrial	$0.84
Warehouse / Distribution	$0.45
Agriculture	$0.12

7) The District Board formally requests that the County Board adopt and implement this approved Fire Impact Fee program on behalf of the District, with the District agreeing to be responsible for the proper accounting for and expenditure of said moneys and further agreeing to hold the County harmless from and to defend it from any action, claim, or damages related to said fees, including any challenge to the validity of or use thereof.

8) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the North County Fire Protection District of Monterey County at a regularly scheduled meeting held on the 17th of June, Two-thousand and Twenty-Five, by the following vote of said District Board:

AYES: Simon, Chapin, Scudder, Silva
NOES: 0
ABSTAIN: 0
ABSENT: Gomez

Don Chapin, Chair
Board of Directors

ATTEST:

Jacqueline C. Simon, Vice President
Board of Directors

Introduced: 12/19/2025 **Current Status:** Scheduled PM

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

a. Receive an update presentation on development of draft 2025 Countywide Facilities Master Plan;
b. Receive a presentation on 20-year departmental space need projections and development options;
c. Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive an update presentation on development of draft 2025 Countywide Facilities Master Plan;
b. Receive a presentation on 20-year departmental space need projections and development options;
c. Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan.

SUMMARY

Public Works, Facilities and Parks (PWFP) is leading development of a Facilities Master Plan (FMP) prepared by M. Arthur Gensler Jr. & Associates (Gensler), a subject matter expert with extensive experience developing FMPs for California counties. Data collection and department input is complete, and Gensler has prepared draft master plan options for the Capital Improvement Committee (CIC) and Board of Supervisors' consideration. Following direction from the Board, Gensler will prepare the final FMP for adoption. The adopted FMP will provide the County with guidance on future capital infrastructure investments and development priorities.

DISCUSSION

Background

The County last completed a FMP in 2001. County population growth and a trend of increased government staffing and services require a review of current space allocations and locations to align County facilities with resident needs. More than 75% of the County's facilities are over 30 years old and require significant investment to address end of life systems replacement and deferred maintenance. It is critical that the County identify facility priorities for investment and development over the next 20+ years. As noted in the draft FMP, "*the focus of the FMP is to make recommendations that prioritize department needs and make the most effective and economic use of County owned and leased facilities and land of the next two decades.*"

The FMP is identified in the County's Strategic Plan as a key part of future planning decisions. It is intended to be one of several guides and reference tools, along with the Capital Improvement Program

5-Year Plan, and Board Strategic Goals, for staff to reference when developing capital project recommendations, and for the Board to reference when making significant capital project financing and approval decisions.

Project Scope and Procurement
In July 2024, PWFP received funding to prepare a new FMP. PWFP contracted with Gensler for FMP development and services by leveraging federal Indefinite Delivery Indefinite Quantity Contract 47PF0023D0003 to piggyback award and negotiate County standard terms and conditions. Gensler prepared the County's last FMP in 2001, and has extensive experience preparing FMPs for California Counties, including Napa, Santa Barbara, San Luis Obispo, and more.

The FMP covers major campuses throughout the County, including in Salinas, the Peninsula, North and South County, and focuses on utilization of general office space and public interfaces within these areas. In total, 65 sites are included in the FMP, covering over 1,600,000 square feet of building space.

The Natividad Medical Center campus and County Parks are the subjects of separate, specialized master planning efforts. The FMP team collaborated with these other efforts when locations or interests overlapped. Other specialized facilities such as libraries and jails will require separate analysis. The FMP also provides recommendations related to Board referrals 2023.03 (Affordable Housing at Laurel Yard), 2023.13 (Laurel Yard Master Plan,), 2024.12 (1220 Natividad Road Alternative Uses) and 2024.18 (970 Circle Dr. Alternative Uses), which are included as Appendix G in **Attachment A.**

Data Collection and FMP Development
The FMP development process was led by Gensler as the subject matter expert, with oversight and involvement throughout the process from department heads, County employees, the County FMP Steering Committee, CAO's Office, and PWFP staff.

Gensler conducted extensive department surveys to identify how existing space was impacting County staff experience. Department heads were interviewed and surveyed to gather projected space and services needs over the next 20 years. Gensler conducted in-person site tours of many County facilities across the County. Steering Committee meetings were held with representatives from the County Administrative Office (CAO), Information Technology, Human Resources, PWFP and Housing and Community Development. Gensler also conducted interviews with individual members of the Board of Supervisors.

Analysis and Preliminary Findings
The Gensler team analyzed this information and other data provided by the County and developed a number of options to address projected County space needs. These findings and draft development options were presented to the CIC at two workshops on October 17, 2025 and November 5, 2025. A summary of the CIC's comments is included under "Other Agency Involvement" below. The next step in the FMP development process is to present options, along with CIC comments to the Board of Supervisors for consideration and final direction. Based on the direction provided by the Board, Gensler will conduct further analysis as required and prepare the final FMP for adoption.

Based on the data collected, Gensler identified 8 Key Findings which inform solutions development:

1. Growth is expected, particularly in Health, Social Services, Public Safety and Justice functions.
2. Current space utilization aligns with typical government benchmarks but could be more efficient.
3. Many departments are leveraging telework but are not yet fully aligned on seat sharing.
4. Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.
5. County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.
6. Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.
7. Service gaps remain in South and North County; several departments are interested in expanding their presence.
8. To support housing development, potential properties were identified for highest and best use analysis.

To address these Key Findings, Gensler identified the following County regions and developed associated options/priorities for consideration. Each option is presented in detail in **Attachment A**. Each option leverages existing County facilities including relocation of existing functions from one location to another if needed. Some relocation options are interdependent. For example, Option 1 for Salinas proposes consolidating PWFP operations from Laurel Yard, and relocating Human Resources from the Government Center to a renovated Schilling Campus. These changes are contingent on also moving Water Resources staff to what would be newly renovated space in Laurel Yard. Gensler has prepared summary slides in the attached presentation showing all department movement for each option.

South County

- Option 1: Invest in existing County-owned parcels, focus on expanding service delivery of key services, consider moderate new construction where needed, no disposal of owned properties, no acquisition of new properties.

- Option 2: Consolidate properties where possible to create a County campus in King City, focus on expanding service delivery of key services, consider moderate new construction where needed, some disposal of owned properties for affordable housing, acquisition of new property to create a King City campus.

North County

- Renovate the Pajaro Mansion (in progress)
- Identify new leasing opportunities for larger community space and/or justice services.

Salinas and Peninsula Regions

- Option 1: Invest in existing department locations and facilities, minimal new construction, limited disposal of underutilized properties, focus on densifying office space by investing in workplace standards and telecommuting policies.

- Option 2: Consolidate County services to align adjacencies largely by service groups, moderate new construction, targeted disposal of underutilized properties, improved workplace efficiency through a combination of renovation, new construction and investing in workplace standards.

While departments and the Steering Committee have provided input which informs the draft FMP, staff looks to the Board of Supervisors to make final determinations on priorities and direction. PWFP will work with Gensler to conduct any additional analysis to incorporate the Board's direction to staff into the final FMP, which will be brought back to the Board for final adoption.

OTHER AGENCY INVOLVEMENT:

PWFP engaged County departments throughout the development process to collect information on staffing and service needs. A Stakeholder Committee consisting of representatives from the County Administrative Office (CAO), Information Technology Department (ITD), Human Resources Department (HRD), PWFP and Housing and Community Development (HCD) provided feedback on Key Findings and options development. County Supervisors were interviewed by Gensler to review their office space needs and any Supervisorial District considerations. FMP options were presented to the CIC on October 17, 2025, and November 5, 2025. The CIC provided the following feedback and comments and supported presenting the draft FMP to the full Board for the Board's consideration:

168 W Alisal (Government Center)

• Prefer to keep Public Defender in place vs move to a new location.
• Create a new office for District 1 in East Salinas, keep touchdown space in Government Center.
• Adopt a phased parking strategy to add space over time.

855 E Laurel (Laurel Yard)

• Support partial consolidation and redevelopment for affordable housing if accessibility can be improved.

1441/1488 Schilling Place (Schilling Campus)

• Department of Emergency Management should remain in Salinas but look for location near Schilling vs moving to Schilling Campus.

1220 Natividad (Old Print Shop, Vacant)

• Support short-term (5 years or less) revenue generating uses, but support County use as long-term option.
• Health Department is developing a feasibility study for reuse as a lab.

1200 Aguajito (Monterey Courthouse)

• Explore housing as alternate use once Courts move to new location. County may retain ownership and partner with other entities to develop,
• Prefer to keep justice partners (DA, Probation, Sheriff, etc.) near new courthouse.

South County
• Support repurposing 522 N 2nd. Street for housing.
• Support developing County campus between 1011 Broadway (Ag Commissioner, District 3) and 250 Franciscan Way (Courthouse, DA, Sheriff).
• Consider a San Lucas Library resiliency center.
• Consider San Ardo library expansion.

FINANCING:
The FMP project was funded in the Fiscal Year 2024/25 Capital Improvement Plan. This project is budgeted in the Capital Projects, Fund 404 and expenditures are reimbursed from Fund 478, Building Improvement and Replacement as they are incurred.

The Gensler team has performed a preliminary financial analysis for development options outlined in the FMP. The preliminary analysis focuses on estimating the additional capital and debt service costs to implement each option. These estimates are based on projected renovation or new construction costs provided by KPJ Consulting, the FMP consulting team's cost estimator. Both Option 1 and Option 2 focus on renovation, remodeling, or new construction scenarios. However, the analysis notes that acquiring an existing office building could result in significant cost savings, provided that suitable acquisition opportunities align with the County's space needs and other FMP goals.

The total estimated occupancy cost over 20 years for existing facilities studied in the FMP is $865 million, including $524 million in operating costs, $225 million in capital expenditures (estimated $11.25 million per year in Building Improvement Fund set asides), and $116 million in existing debt service and interest reimbursements.

Option 1 focuses on refurbishing existing facilities and minimal new construction and is estimated to increase the County's occupancy costs by approximately $375 million above existing status-quo obligations. The additional cost is primarily driven by new capital investments and debt service payments.

Option 2 adds more new construction to the plan, increasing County cost an estimated $454 million above existing obligations.

Both Option 1 and Option 2 have been developed to accommodate a future County workforce that is approximately 14% larger than today. This accounts for some of the additional cost over 20 years. Throughout the FMP development process, Gensler has acknowledged that the County may choose to combine elements from both Option 1 and Option 2 proposals, and a final cost analysis will reflect the direction provided by the Board. The Gensler team will incorporate alternative approaches, beyond those outlined in Option 1 and Option 2, based on guidance and priorities established by the Board, ensuring that the final master plan aligns with County needs.

Additional financial analysis by the CAO will need to be prepared once the Board provides direction on specific actions to prioritize. The CAO would need to consider implication of the options within the context of the County's other existing and future debt obligations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation and the Facilities Master Plan process advances the Board's Strategic Plan Goals by supporting the use of a facilities master plan assessment, identifying the most urgent capital needs, including development of project scope and feasible funding strategies for tenant improvements to modernize spaces and efficiently provide public services countywide, by identifying infrastructure needs for County programs, by reviewing the feasibility of relocating certain departments, and recognizing the potential for future phases of this Facilities Master Plan and assessment process.

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

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
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 Key Findings and Options

Introduced: 12/19/2025 **Current Status:** Scheduled PM

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

a. Receive an update presentation on development of draft 2025 Countywide Facilities Master Plan;
b. Receive a presentation on 20-year departmental space need projections and development options;
c. Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive an update presentation on development of draft 2025 Countywide Facilities Master Plan;
b. Receive a presentation on 20-year departmental space need projections and development options;
c. Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan.

SUMMARY

Public Works, Facilities and Parks (PWFP) is leading development of a Facilities Master Plan (FMP) prepared by M. Arthur Gensler Jr. & Associates (Gensler), a subject matter expert with extensive experience developing FMPs for California counties. Data collection and department input is complete, and Gensler has prepared draft master plan options for the Capital Improvement Committee (CIC) and Board of Supervisors' consideration. Following direction from the Board, Gensler will prepare the final FMP for adoption. The adopted FMP will provide the County with guidance on future capital infrastructure investments and development priorities.

DISCUSSION

Background

The County last completed a FMP in 2001. County population growth and a trend of increased government staffing and services require a review of current space allocations and locations to align County facilities with resident needs. More than 75% of the County's facilities are over 30 years old and require significant investment to address end of life systems replacement and deferred maintenance. It is critical that the County identify facility priorities for investment and development over the next 20+ years. As noted in the draft FMP, "*the focus of the FMP is to make recommendations that prioritize department needs and make the most effective and economic use of County owned and leased facilities and land of the next two decades.*"

The FMP is identified in the County's Strategic Plan as a key part of future planning decisions. It is intended to be one of several guides and reference tools, along with the Capital Improvement Program

5-Year Plan, and Board Strategic Goals, for staff to reference when developing capital project recommendations, and for the Board to reference when making significant capital project financing and approval decisions.

Project Scope and Procurement
In July 2024, PWFP received funding to prepare a new FMP. PWFP contracted with Gensler for FMP development and services by leveraging federal Indefinite Delivery Indefinite Quantity Contract 47PF0023D0003 to piggyback award and negotiate County standard terms and conditions. Gensler prepared the County's last FMP in 2001, and has extensive experience preparing FMPs for California Counties, including Napa, Santa Barbara, San Luis Obispo, and more.

The FMP covers major campuses throughout the County, including in Salinas, the Peninsula, North and South County, and focuses on utilization of general office space and public interfaces within these areas. In total, 65 sites are included in the FMP, covering over 1,600,000 square feet of building space.

The Natividad Medical Center campus and County Parks are the subjects of separate, specialized master planning efforts. The FMP team collaborated with these other efforts when locations or interests overlapped. Other specialized facilities such as libraries and jails will require separate analysis. The FMP also provides recommendations related to Board referrals 2023.03 (Affordable Housing at Laurel Yard), 2023.13 (Laurel Yard Master Plan,), 2024.12 (1220 Natividad Road Alternative Uses) and 2024.18 (970 Circle Dr. Alternative Uses), which are included as Appendix G in **Attachment A.**

Data Collection and FMP Development
The FMP development process was led by Gensler as the subject matter expert, with oversight and involvement throughout the process from department heads, County employees, the County FMP Steering Committee, CAO's Office, and PWFP staff.

Gensler conducted extensive department surveys to identify how existing space was impacting County staff experience. Department heads were interviewed and surveyed to gather projected space and services needs over the next 20 years. Gensler conducted in-person site tours of many County facilities across the County. Steering Committee meetings were held with representatives from the County Administrative Office (CAO), Information Technology, Human Resources, PWFP and Housing and Community Development. Gensler also conducted interviews with individual members of the Board of Supervisors.

Analysis and Preliminary Findings
The Gensler team analyzed this information and other data provided by the County and developed a number of options to address projected County space needs. These findings and draft development options were presented to the CIC at two workshops on October 17, 2025 and November 5, 2025. A summary of the CIC's comments is included under "Other Agency Involvement" below. The next step in the FMP development process is to present options, along with CIC comments to the Board of Supervisors for consideration and final direction. Based on the direction provided by the Board, Gensler will conduct further analysis as required and prepare the final FMP for adoption.

Based on the data collected, Gensler identified 8 Key Findings which inform solutions development:

1. Growth is expected, particularly in Health, Social Services, Public Safety and Justice functions.
2. Current space utilization aligns with typical government benchmarks but could be more efficient.
3. Many departments are leveraging telework but are not yet fully aligned on seat sharing.
4. Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.
5. County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.
6. Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.
7. Service gaps remain in South and North County; several departments are interested in expanding their presence.
8. To support housing development, potential properties were identified for highest and best use analysis.

To address these Key Findings, Gensler identified the following County regions and developed associated options/priorities for consideration. Each option is presented in detail in **Attachment A**. Each option leverages existing County facilities including relocation of existing functions from one location to another if needed. Some relocation options are interdependent. For example, Option 1 for Salinas proposes consolidating PWFP operations from Laurel Yard, and relocating Human Resources from the Government Center to a renovated Schilling Campus. These changes are contingent on also moving Water Resources staff to what would be newly renovated space in Laurel Yard. Gensler has prepared summary slides in the attached presentation showing all department movement for each option.

South County

- Option 1: Invest in existing County-owned parcels, focus on expanding service delivery of key services, consider moderate new construction where needed, no disposal of owned properties, no acquisition of new properties.

- Option 2: Consolidate properties where possible to create a County campus in King City, focus on expanding service delivery of key services, consider moderate new construction where needed, some disposal of owned properties for affordable housing, acquisition of new property to create a King City campus.

North County

- Renovate the Pajaro Mansion (in progress)
- Identify new leasing opportunities for larger community space and/or justice services.

Salinas and Peninsula Regions

- Option 1: Invest in existing department locations and facilities, minimal new construction, limited disposal of underutilized properties, focus on densifying office space by investing in workplace standards and telecommuting policies.

- Option 2: Consolidate County services to align adjacencies largely by service groups, moderate new construction, targeted disposal of underutilized properties, improved workplace efficiency through a combination of renovation, new construction and investing in workplace standards.

While departments and the Steering Committee have provided input which informs the draft FMP, staff looks to the Board of Supervisors to make final determinations on priorities and direction. PWFP will work with Gensler to conduct any additional analysis to incorporate the Board's direction to staff into the final FMP, which will be brought back to the Board for final adoption.

OTHER AGENCY INVOLVEMENT:

PWFP engaged County departments throughout the development process to collect information on staffing and service needs. A Stakeholder Committee consisting of representatives from the County Administrative Office (CAO), Information Technology Department (ITD), Human Resources Department (HRD), PWFP and Housing and Community Development (HCD) provided feedback on Key Findings and options development. County Supervisors were interviewed by Gensler to review their office space needs and any Supervisorial District considerations. FMP options were presented to the CIC on October 17, 2025, and November 5, 2025. The CIC provided the following feedback and comments and supported presenting the draft FMP to the full Board for the Board's consideration:

168 W Alisal (Government Center)

• Prefer to keep Public Defender in place vs move to a new location.
• Create a new office for District 1 in East Salinas, keep touchdown space in Government Center.
• Adopt a phased parking strategy to add space over time.

855 E Laurel (Laurel Yard)

• Support partial consolidation and redevelopment for affordable housing if accessibility can be improved.

1441/1488 Schilling Place (Schilling Campus)

• Department of Emergency Management should remain in Salinas but look for location near Schilling vs moving to Schilling Campus.

1220 Natividad (Old Print Shop, Vacant)

• Support short-term (5 years or less) revenue generating uses, but support County use as long-term option.
• Health Department is developing a feasibility study for reuse as a lab.

1200 Aguajito (Monterey Courthouse)

• Explore housing as alternate use once Courts move to new location. County may retain ownership and partner with other entities to develop,
• Prefer to keep justice partners (DA, Probation, Sheriff, etc.) near new courthouse.

South County
• Support repurposing 522 N 2nd. Street for housing.
• Support developing County campus between 1011 Broadway (Ag Commissioner, District 3) and 250 Franciscan Way (Courthouse, DA, Sheriff).
• Consider a San Lucas Library resiliency center.
• Consider San Ardo library expansion.

FINANCING:
The FMP project was funded in the Fiscal Year 2024/25 Capital Improvement Plan. This project is budgeted in the Capital Projects, Fund 404 and expenditures are reimbursed from Fund 478, Building Improvement and Replacement as they are incurred.

The Gensler team has performed a preliminary financial analysis for development options outlined in the FMP. The preliminary analysis focuses on estimating the additional capital and debt service costs to implement each option. These estimates are based on projected renovation or new construction costs provided by KPJ Consulting, the FMP consulting team's cost estimator. Both Option 1 and Option 2 focus on renovation, remodeling, or new construction scenarios. However, the analysis notes that acquiring an existing office building could result in significant cost savings, provided that suitable acquisition opportunities align with the County's space needs and other FMP goals.

The total estimated occupancy cost over 20 years for existing facilities studied in the FMP is $865 million, including $524 million in operating costs, $225 million in capital expenditures (estimated $11.25 million per year in Building Improvement Fund set asides), and $116 million in existing debt service and interest reimbursements.

Option 1 focuses on refurbishing existing facilities and minimal new construction and is estimated to increase the County's occupancy costs by approximately $375 million above existing status-quo obligations. The additional cost is primarily driven by new capital investments and debt service payments.

Option 2 adds more new construction to the plan, increasing County cost an estimated $454 million above existing obligations.

Both Option 1 and Option 2 have been developed to accommodate a future County workforce that is approximately 14% larger than today. This accounts for some of the additional cost over 20 years. Throughout the FMP development process, Gensler has acknowledged that the County may choose to combine elements from both Option 1 and Option 2 proposals, and a final cost analysis will reflect the direction provided by the Board. The Gensler team will incorporate alternative approaches, beyond those outlined in Option 1 and Option 2, based on guidance and priorities established by the Board, ensuring that the final master plan aligns with County needs.

Additional financial analysis by the CAO will need to be prepared once the Board provides direction on specific actions to prioritize. The CAO would need to consider implication of the options within the context of the County's other existing and future debt obligations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation and the Facilities Master Plan process advances the Board's Strategic Plan Goals by supporting the use of a facilities master plan assessment, identifying the most urgent capital needs, including development of project scope and feasible funding strategies for tenant improvements to modernize spaces and efficiently provide public services countywide, by identifying infrastructure needs for County programs, by reviewing the feasibility of relocating certain departments, and recognizing the potential for future phases of this Facilities Master Plan and assessment process.

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

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
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 Key Findings and Options

County of Monterey

Facilities Master Plan Development

Board of Supervisors Meeting
Facilities Master Plan
Key Findings and Development Options
January 13, 2026

Board Report Recommendations

- Receive a presentation on departmental space need projections for the next 20 years, and development options in the draft 2025 Facilities Master Plan for County facilities

- Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan

Meet the Project Team

Gensler team is joined by our partners, **Gruen Gruen + Associates** (Economic Analysis) and **KPJ Consulting** (Cost Estimating). Our teams have collaborated on public sector strategic and facilities master plans throughout California and the Southwest region for nearly 20 years. Selected experience on California facilities master plans includes:

- County of Napa Facilities Master Plan (2024)
- County of Santa Barbara Calle Real Master Plan (2022)
- County of Contra Costa Facility Master Plan (2021)
- County of Santa Cruz Long-range Facilities Master Plan (2019)
- County of San Luis Obispo Facilities Master Plan (2018)
- County of Sonoma County Comprehensive Facilities Plan (2012)

COUNTY PROJECT LEAD: Public Works, Facilities and Parks (PWFP)

STEERING COMMITTEE:
County Administrative Office (CAO)
Housing & Community Development (HCD)
Human Resources (HR)
Information Technology (IT)
Public Works, Facilities and Parks (PWFP)

LEAD CONSULTANT TEAM - Gensler

KEVIN ROSENSTEIN
Principal-in-charge

PAUL NATZKE
Project Director

LINDSEY SALAZAR
Strategist

XIUWEN QI
Strategist

SUB-CONSULTANT TEAM

AARON GRUEN
GG+A
Principal

DEBRA JEANS
GG+A
Principal

ANDREW RATCHFORD
GG+A
Senior Economist

PHILIP MATHUR
KPJ Consulting
Principal

What We'll Cover Today

1.	**Project Introduction**	Project Methodology / Goals of the Meeting
2.	**Facilities Master Plan Overview**	Facilities in Scope / Guiding Principles
3.	**Key Findings**	What was Learned
4.	**Planning Options**	Salinas and Peninsula / South County / North County
5.	**Financial Analysis**	Occupancy Costs / Opportunistic Acquisitions
6.	**Next Steps**	

Project Introduction

Project Methodology

Oct – Dec 2024	Jan – Mar 2025	Mar – Dec 2025	Jan – Feb 2026
Data Collection	**Analysis + Findings**	**Options Development**	**Final Master Plan**
Activities			
800+ Workplace Experience Surveys collected	Staffing Projections	Develop Alternative Solutions	Implementation Roadmap
27 Departments surveyed and interviewed	Demand & Supply Gap Analysis	Adaptive Reuse & Disposition Analysis	Final Facilities Master Plan
5 Board of Supervisor interviews (one-on-one)	Real Estate Market Assessment	Occupancy Cost Analysis	
Milestones			
1 Steering Committee Visioning Workshop	**1** Steering Committee Key Findings Meeting	**2** Steering Committee Options Workshop	Department Leader Presentation
		2 Capital Improvement Committee Meeting	
		1 Board of Supervisors Meeting	

Goals of the Meeting

- **Share key findings** from department engagements and facilities studies
- **Present planning options** for four County regions
- **Gather feedback** to clarify priorities and discuss additional considerations
- **Work towards a preferred path forward** to guide the implementation plan

Facilities Master Plan Overview

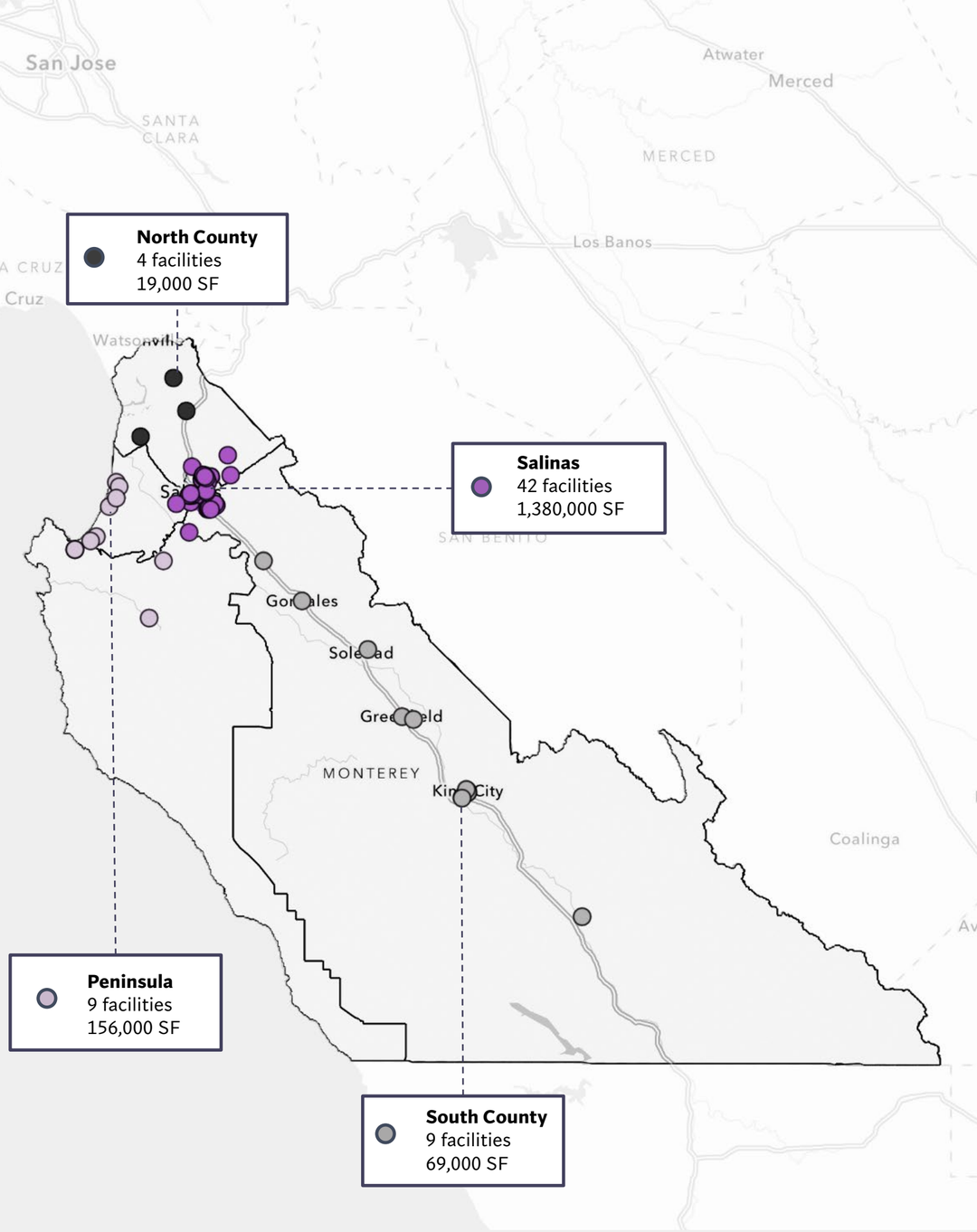
Facilities Master Plan Scope

The scope of the County of Monterey Facilities Master Plan (FMP) includes a large portion of the County's owned and leased portfolio, totaling 64 facilities and approximately 1,624,000 SF.

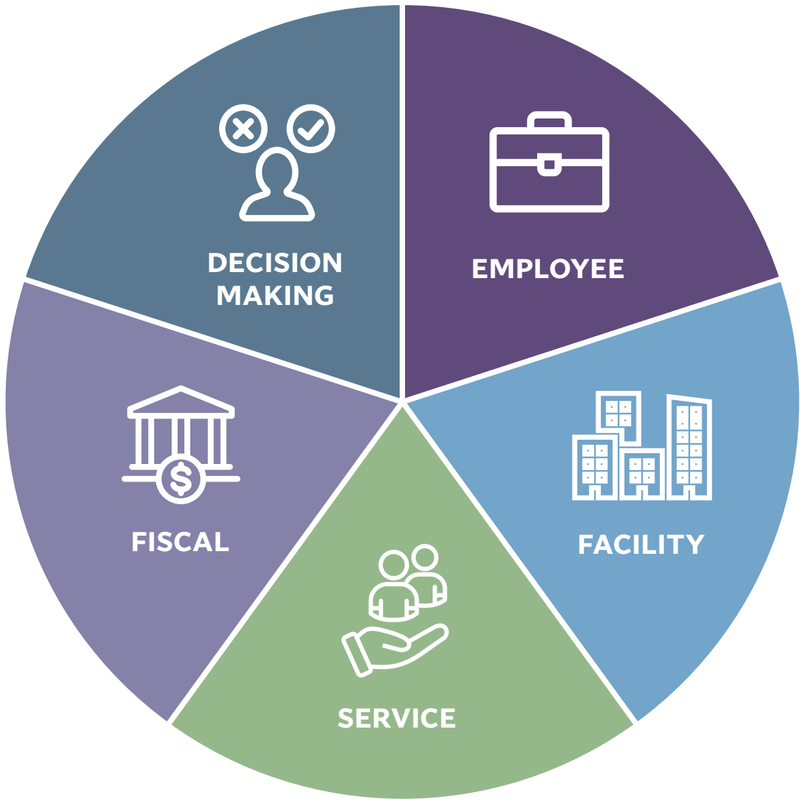
Excluded from the FMP

These facilities are either already addressed in studies or require independent analysis.

- **Natividad Medical Center and associated facilities**
- **Jail and detention facilities**
- **Parks and recreation facilities**
- **Libraries**
- **Special use sites:** communication sites, former Fort Ord Bunkers, medical and student housing, water facilities (dams, plants, reservoirs), habitat parcels, and historic structures



Guiding Principles



Effective Decision Making

Enable County to make timely, informed property decisions that align with long-term goals

Fiscal Responsibility

Prioritize long term financial sustainability and return on investment within County real-estate portfolio

Enhanced Employee Experience

Create a positive experience that drives recruitment, retention, and employee satisfaction. Listen to the employees for their priorities

Equitable Service Delivery and Access

Increase service access for all residents and maximize the effectiveness of County and partner adjacencies

Highest and Best Use of Facilities

Determine the effective use of existing facilities and explore development opportunities for facilities, including housing

Key Findings

Key Findings

01 **Growth is expected, particularly in Health, Social Services, Public Safety, and Justice functions.**

02 **Current space utilization aligns with typical government benchmarks but could be more efficient.**

03 **Many departments are leveraging telework but are not yet fully aligned on seat sharing.**

04 **Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.**

05 **County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.**

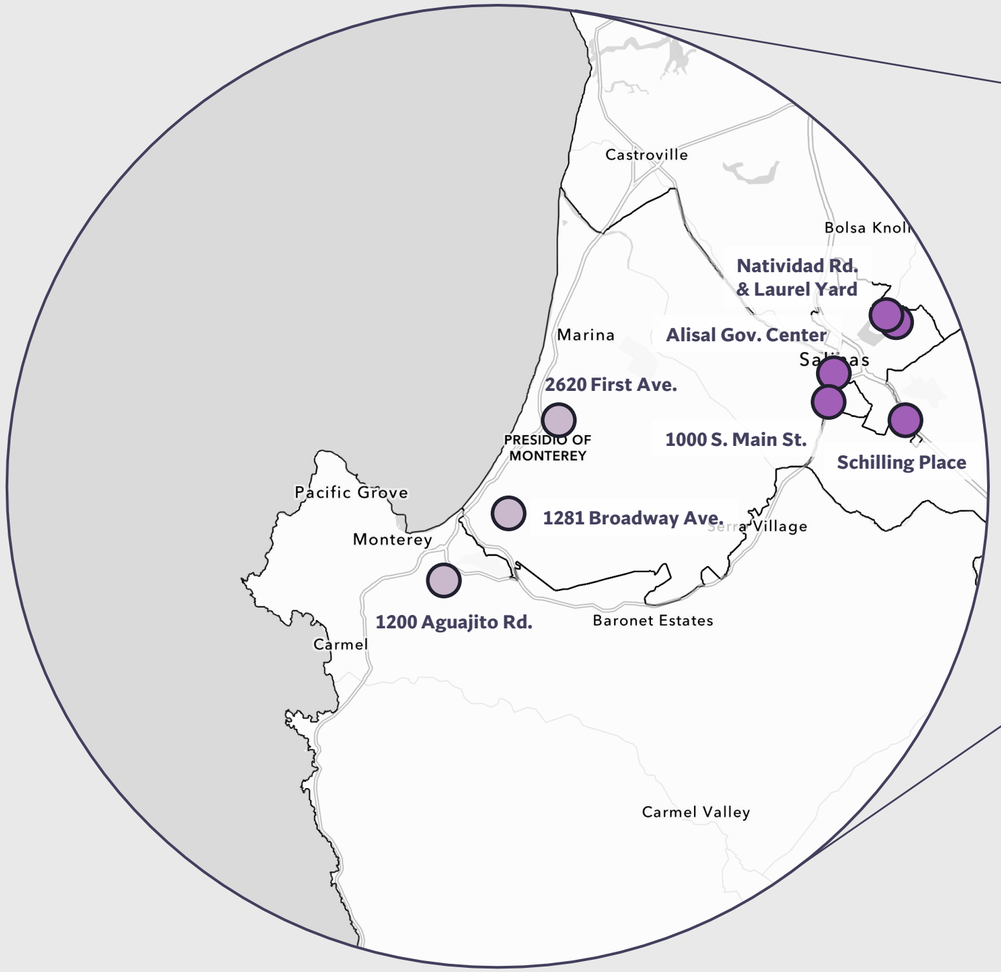
06 **Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.**

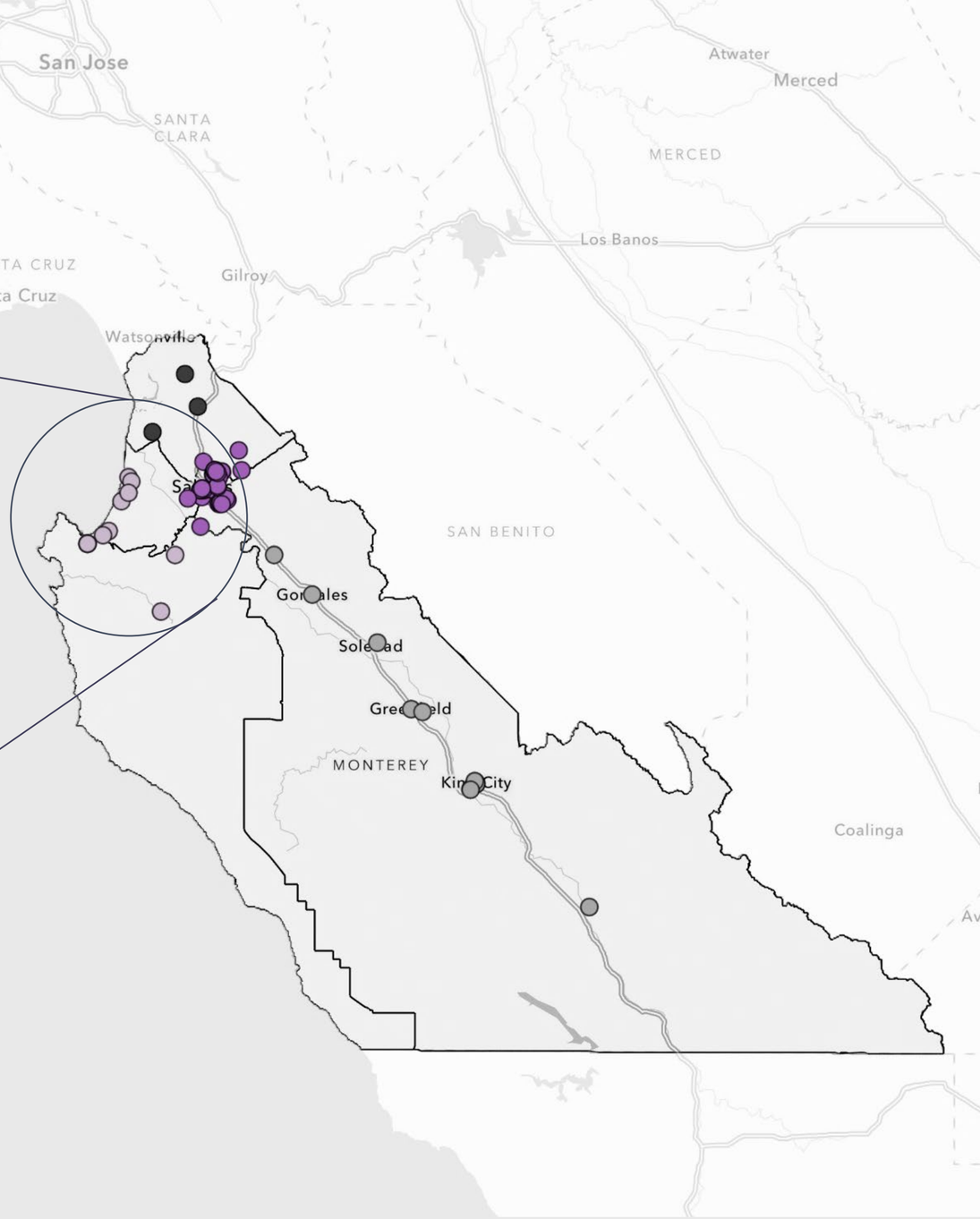
07 **Service gaps remain in South and North County; several departments are interested in expanding their presence.**

08 **To support housing development, potential properties were identified for highest and best use analysis.**

Planning Options

Salinas and Peninsula

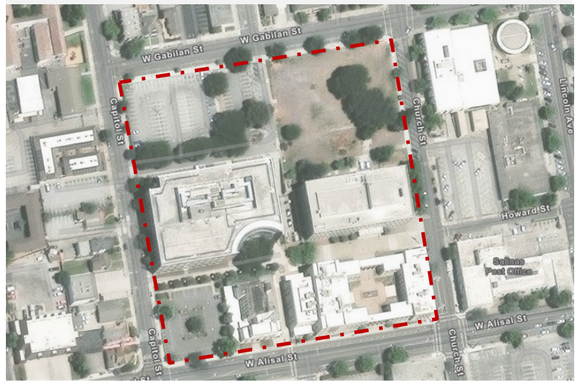




** Dots on the zoomed in map show key facilities only*

Salinas and Peninsula | Key Facilities

Alisal Gov. Center, Salinas



Schilling Place, Salinas

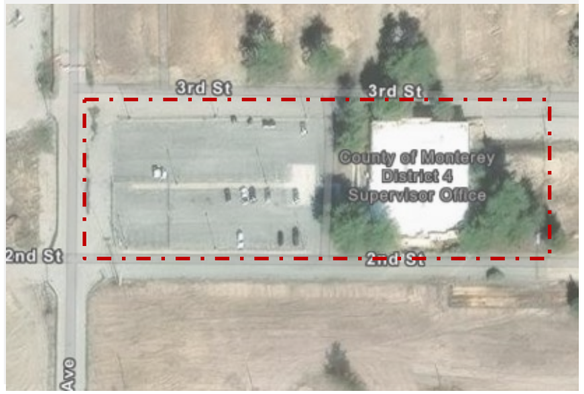
Laurel Yard, Salinas

1000 S. Main St., Salinas

Natividad Rd., Salinas

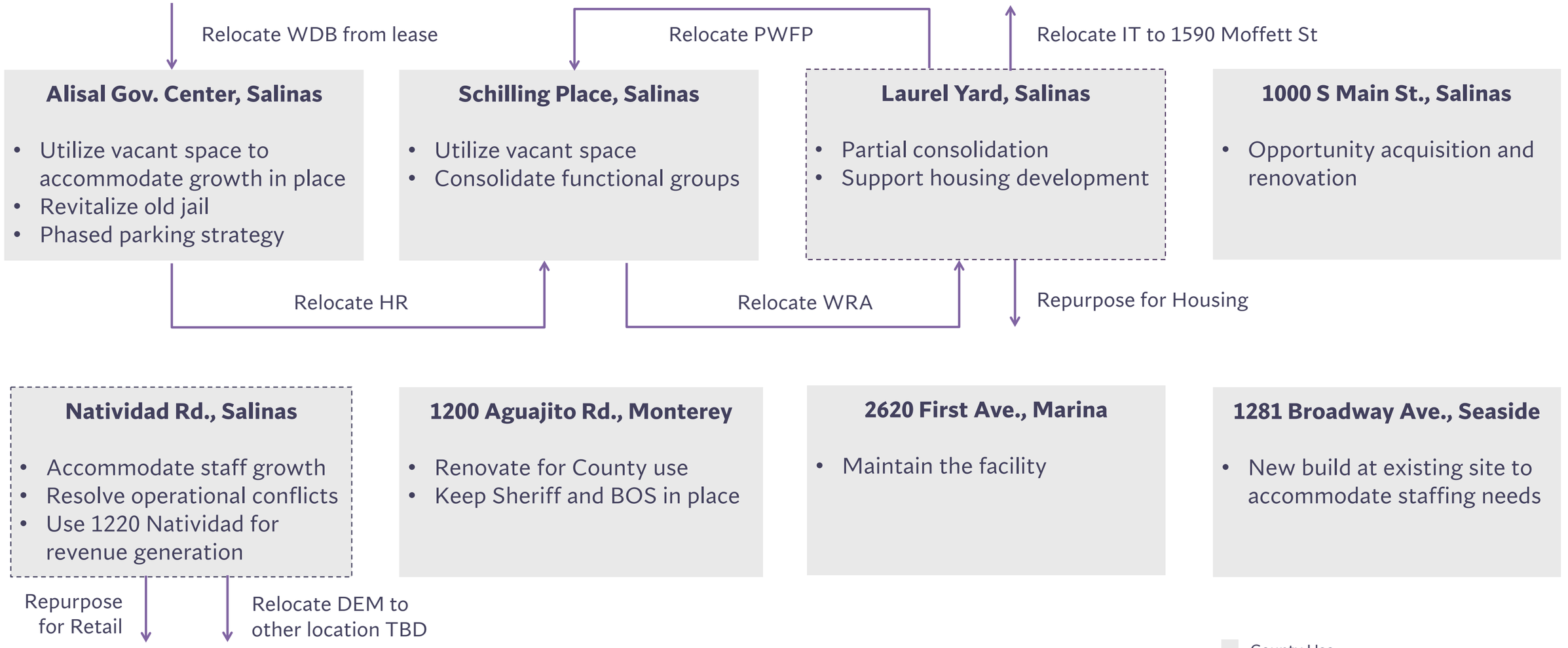
1200 Aguajito Rd., Monterey

2620 First Ave., Marina



1281 Broadway Ave., Seaside

Salinas and Peninsula | Option 1 Invest in Existing Campuses



* [*Not Shown Here*] Identify a leased or purchased location in Seaside or Marina for DA's Family Justice Center

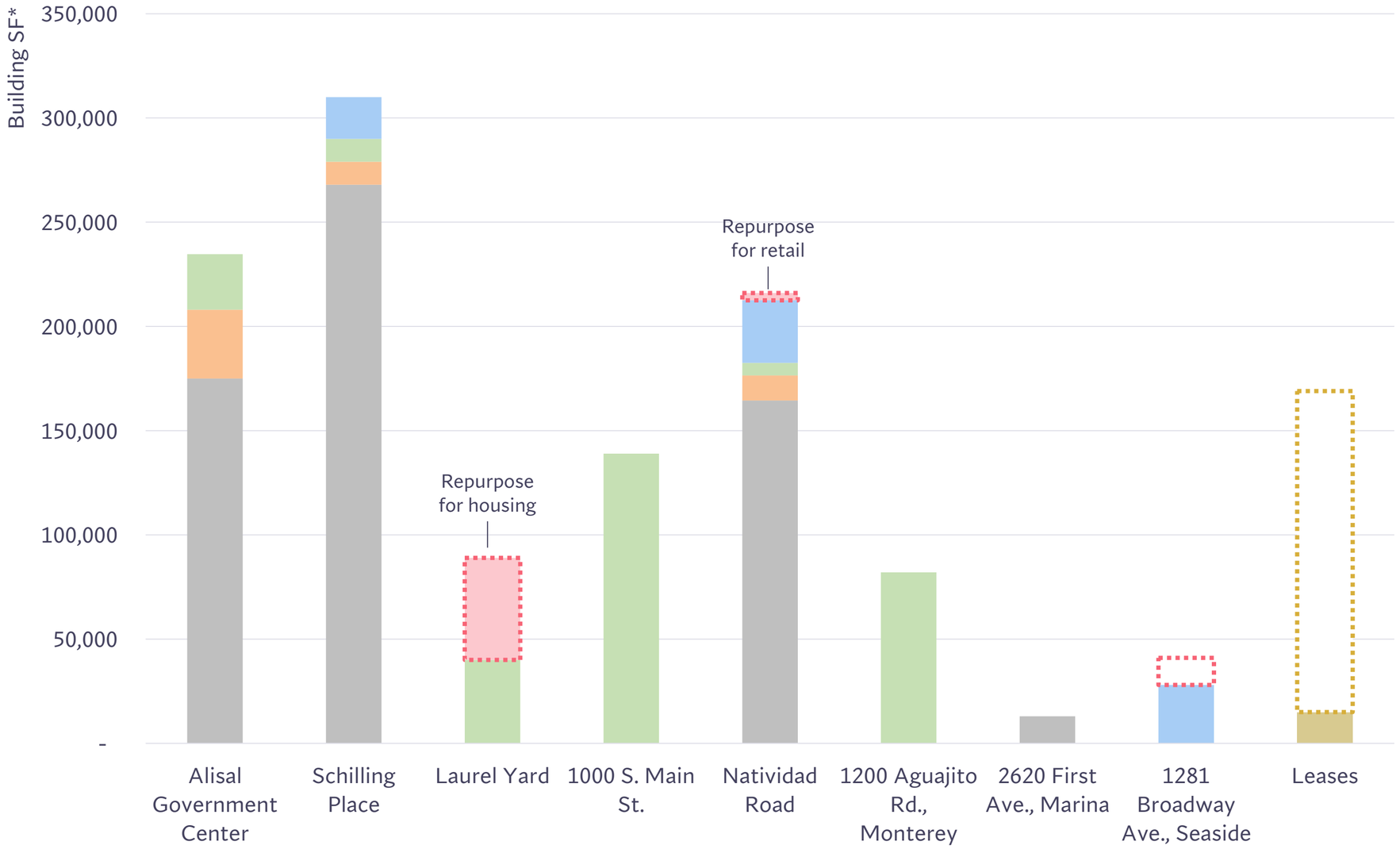
Salinas and Peninsula | Option 1 Invest in Existing Campuses

This option **prioritizes growth within current facilities through condition upgrades and efficiency improvements**. It requires limited new construction and only modest repurposing of County properties for housing.

ACTIONS

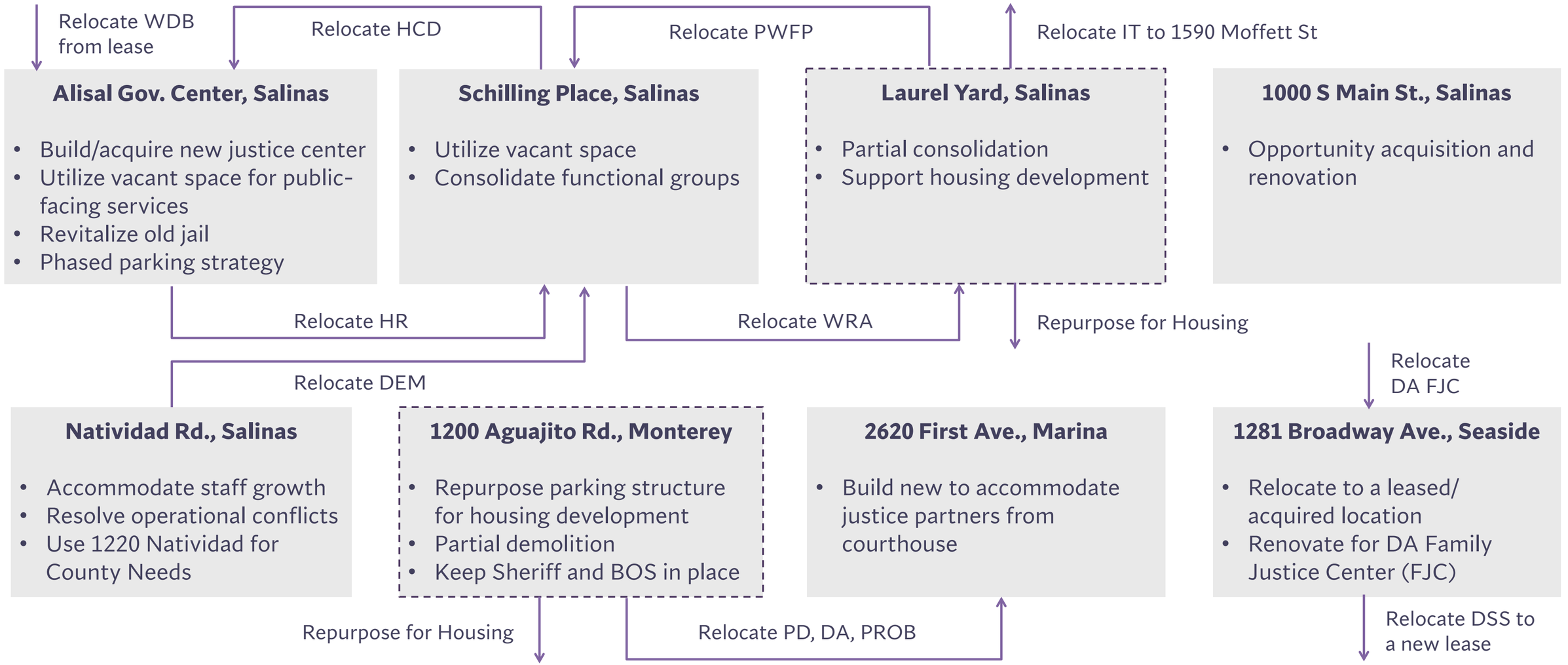
- Maintain (**58%**)
- Refresh (**5%**)
- Gut Renovation (**28%**)
- New Build (**7%**)
- Lease (**1%**)

- Demolition
- Demolition and Repurposing
- Lease Cancelation



** Building SF excludes parking structure*

Salinas and Peninsula | Option 2 Optimize Service Alignment



Gensler

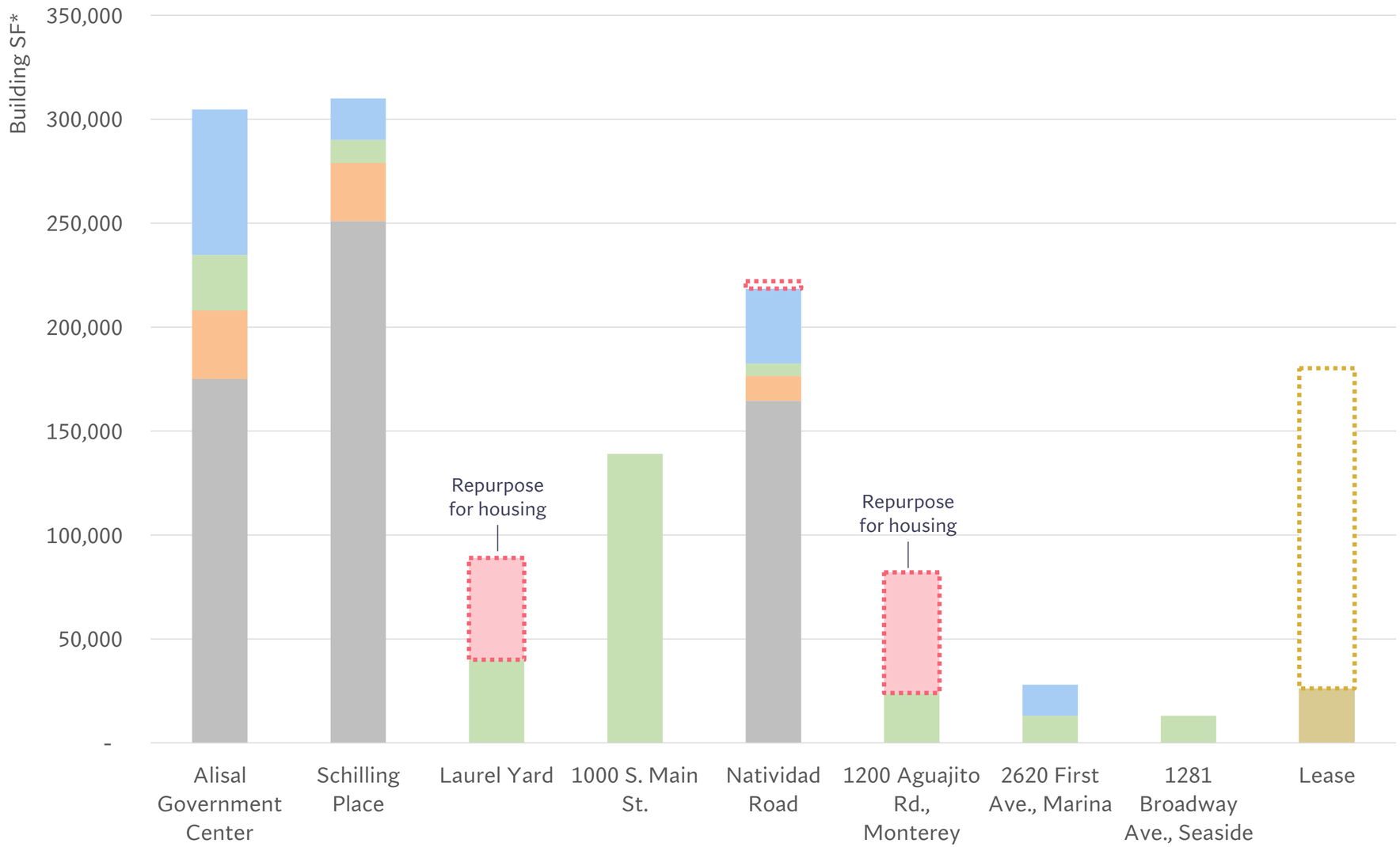
Salinas and Peninsula | Option 2 Optimize Service Alignment

This option **supports growth and organizes adjacencies primarily by service groups**. It includes targeted new construction to consolidate services and maximizes opportunities to repurpose County properties for housing.

ACTIONS

- Maintain (**54%**)
- Refresh (**7%**)
- Gut Renovation (**25%**)
- New Build (**13%**)
- Lease (**2%**)

- Demolition
- Demolition and Repurposing
- Lease Cancelation



** Building SF excludes parking structure*

Alisal Gov. Center, Salinas

New Build | Renovation | Refresh | Lease Cancellation | ☆ CIC Preferred Option

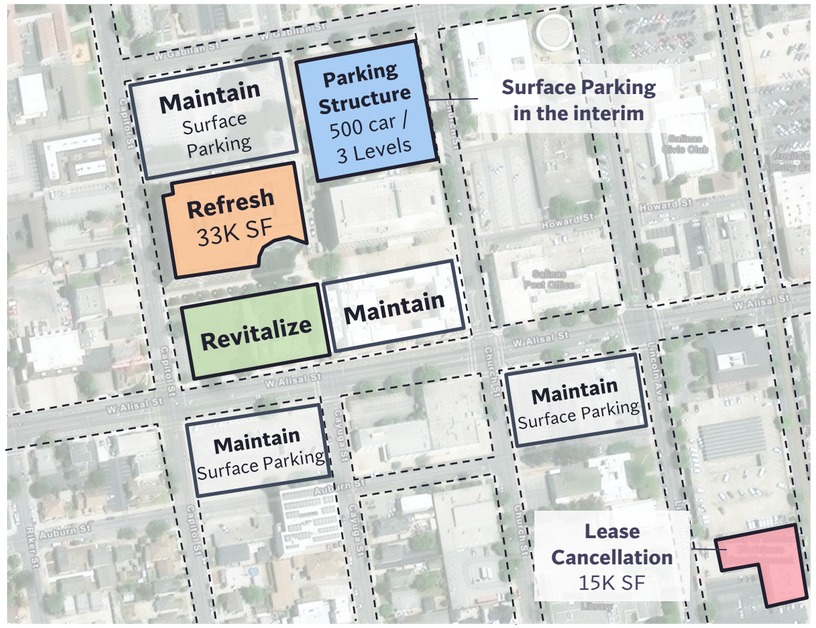
Existing

- Mix of public-facing and internal departments, creating privacy challenges
- Underused second floor
- Significant staff growth, especially in the Public Defender's Office
- Ongoing parking shortages
- Vacant historic building on site
- Vacant parcel along Gabilan St.

	Building Area	Staff
Existing (2024)	**234,700 GSF**	**537 FTEs**
Option 1 (2044)	**234,700 GSF**	**627 FTEs**
Option 2 (2044)	**304,700 GSF**	**753 FTEs**

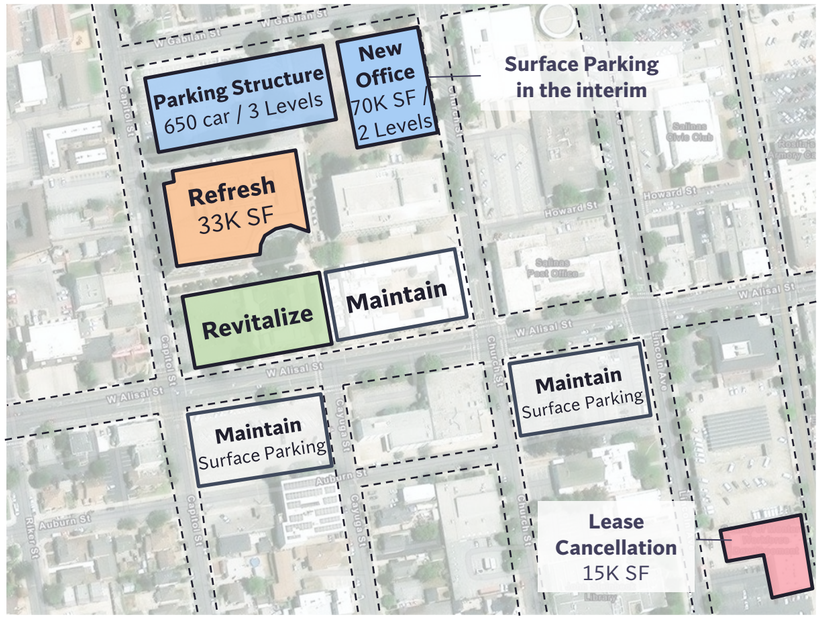
Option 1 ☆

- **Renovate vacant office space to accommodate growth in place**
- Relocate HR to Schilling
- Relocate BOS District 1's main office
- Revitalize old County jail
- Implement phased parking strategy



Option 2

- **Renovate vacant office space and consolidate public-facing services**
- **Build** (or acquire) **a new Justice Center**
- Relocate HR to Schilling
- Relocate BOS District 1's main office
- Revitalize old County jail
- Implement phased parking strategy



Gensler | 240

1000 S. Main St., Salinas

Renovation

Existing

- Leased facility
- Public-accessible location
- Inefficient layout: excessive circulation space, limited customer-facing areas
- Significant deferred maintenance
- ADA upgrades needed

Option 1

- Acquire the Life Foundation Building to secure long-term access to this location
- Renovate to modernize the facility and resolve deferred maintenance

Option 2

- Same as Option 1

	Building Area	Staff
Existing (2024)	**139,000 GSF**	**427 FTEs**
Option 1 (2044)	**139,000 GSF**	**518 FTEs**
Option 2 (2044)	**139,000 GSF**	**518 FTEs**

Laurel Yard, Salinas

Renovation Demolition

Existing

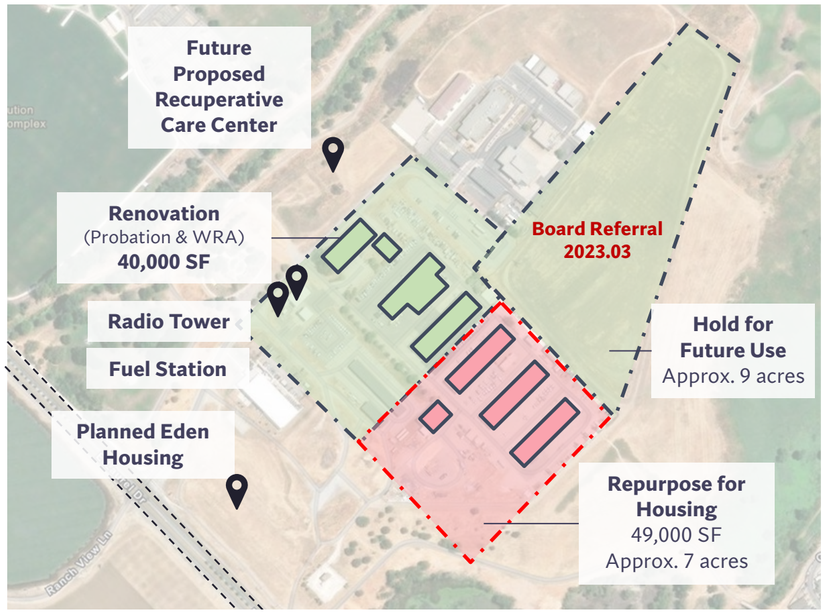
- On-site departments: Facilities, Fleet, IT storage, Water Resources, and Probation Silver Star Program
- Aging facilities with deferred maintenance
- Planned housing developments nearby

Option 1

- Relocate PWFP and IT to free part of the site for housing development
- Renovate north buildings for the Probation Silver Star Program, WRA, and library archive storage
- Provide secure vehicle storage for DA
- Reserve the rear vacant site for future County use

Option 2

- Same as Option 1



	Building Area	Staff
Existing (2024)	**89,000 GSF**	**110 FTEs**
Option 1 (2044)	**40,000 GSF**	**81 FTEs**
Option 2 (2044)	**40,000 GSF**	**81 FTEs**

Schilling Place, Salinas

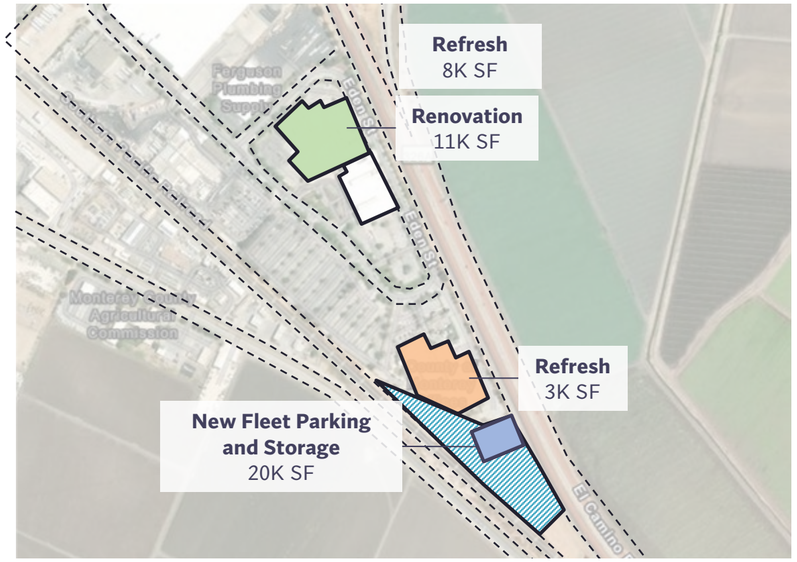
New Build | Renovation | Refresh | New Fleet Parking/ Storage | CIC Preferred Option

Existing

- Underutilized vacant space
- Inconsistent space standards
- Vacant lot near the billboard
- Limited public transit access
- Single-point entry/exit at Schilling Place continues to pose access challenges

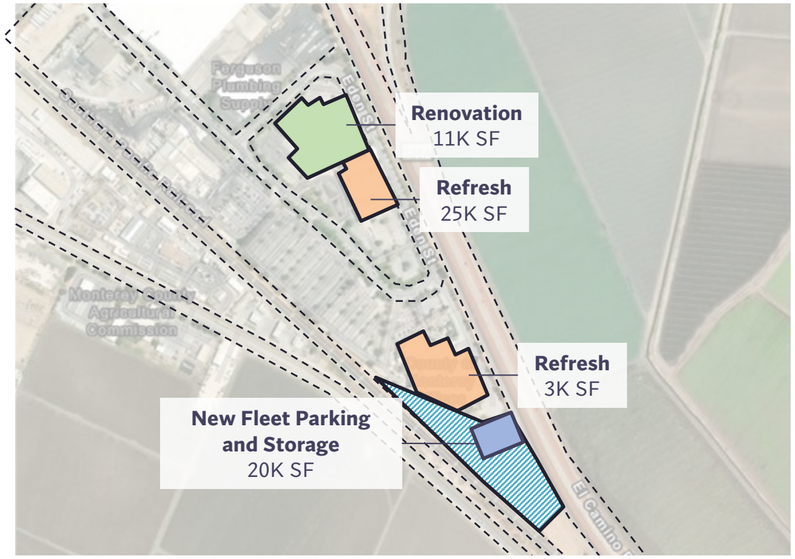
Option 1 ☆

- Renovate vacant space to accommodate PWFP (from Laurel Yard) and HR (from 168 W. Alisal), and expand Elections space
- Consolidate WRA at Laurel Yard
- Repurpose the vacant Schilling lot for fleet and add new storage warehouse



Option 2

- **Relocate HCD to Alisal Gov. Center**
- Renovate vacant space to accommodate **DEM (from Natividad)**, PWFP (from Laurel Yard) and HR (from 168 W. Alisal), and expand Elections space
- Consolidate WRA at Laurel Yard
- Repurpose the vacant Schilling lot for fleet and add new storage warehouse



	Building Area	Staff
Existing (2024)	**290,000 GSF**	**453 FTEs**
Option 1 (2044)	**310,000 GSF**	**698 FTEs**
Option 2 (2044)	**310,000 GSF**	**678 FTEs**

Natividad Rd., Salinas

New Build | Renovation | Refresh | Demolition and Repurpose | New Surface Parking

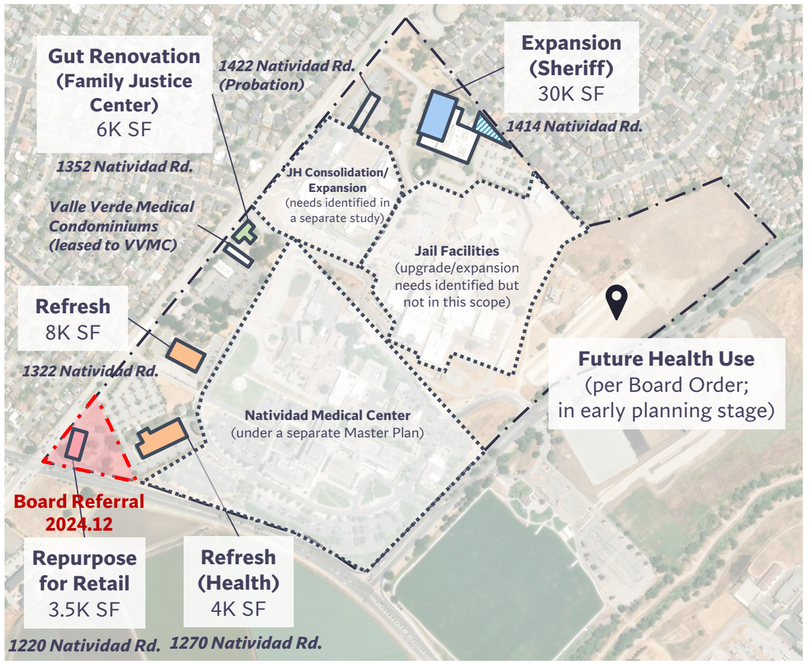
Existing

- Central campus for health and justice functions
- Board referral 2024.12 on alternative uses for 1220 Natividad Rd.
- Space constraints for the Sheriff-Coroner
- Operational model conflicts between Emergency Management and Emergency Communications, though they currently co-locate

	Building Area	Staff
Existing (2024)	**186,000 GSF**	**575 FTEs**
Option 1 (2044)	**212,500 GSF**	**735 FTEs**
Option 2 (2044)	**218,500 GSF**	**735 FTEs**

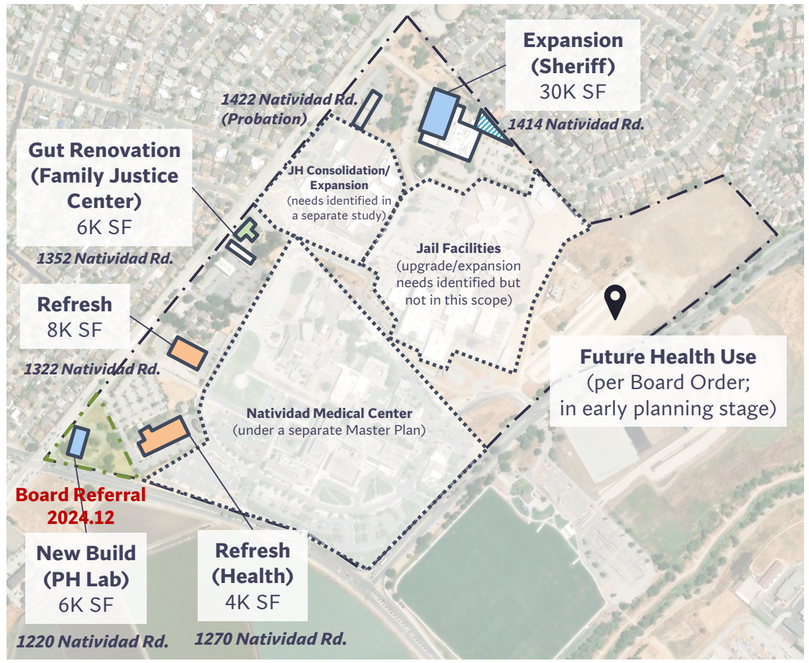
Option 1

- **Lease 1220 Natividad** for commercial use to support the Housing Trust Fund ($192K–$205K annual ground rent)
- **Relocate DEM to other location TBD**
- Expand the Sheriff-Coroner building
- Renovate 1352 Natividad Rd. for the DA Family Justice Center



Option 2

- **Retain 1220 Natividad for Health services** (5–10 years funding timeline)
- **Relocate DEM to Schilling Pl. in Salinas**
- Expand the Sheriff-Coroner building
- Renovate 1352 Natividad Rd. for the DA Family Justice Center



1200 Aguajito Rd., Monterey

New Build | Renovation | Refresh | Demolition and Repurpose | New Surface Parking | CIC Preferred Option

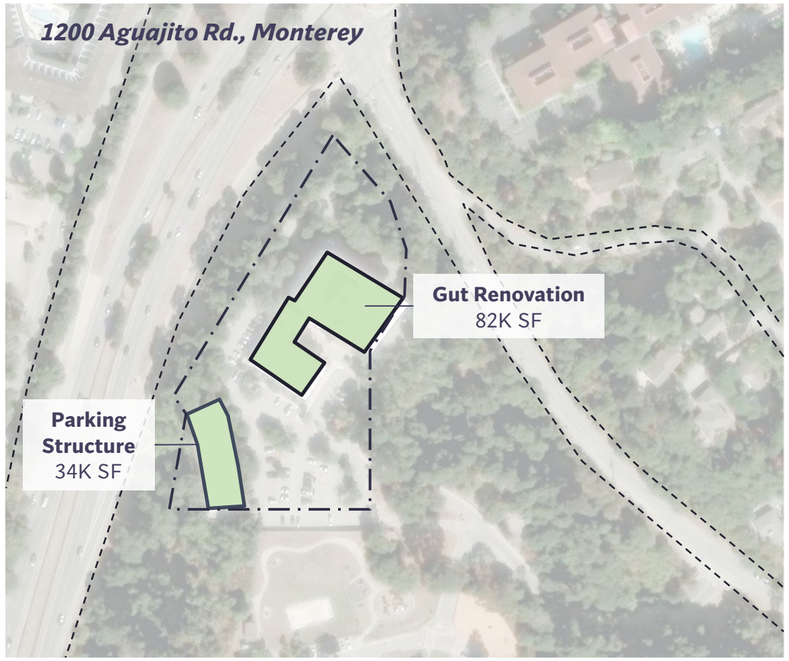
Existing

- Court moving to the new Fort Ord Courthouse
- Prime site suitable for future housing development
- BOS District 5 and Sheriff coastal team need to remain in Monterey
- Justice partners benefit from proximity to the Court

	Building Area	Staff
Existing (2024)	**95,000 GSF**	**104 FTEs**
Option 1 (2044)	**95,000 GSF**	**176 FTEs**
Option 2 (2044)	**52,000 GSF**	**151 FTEs**

Option 1

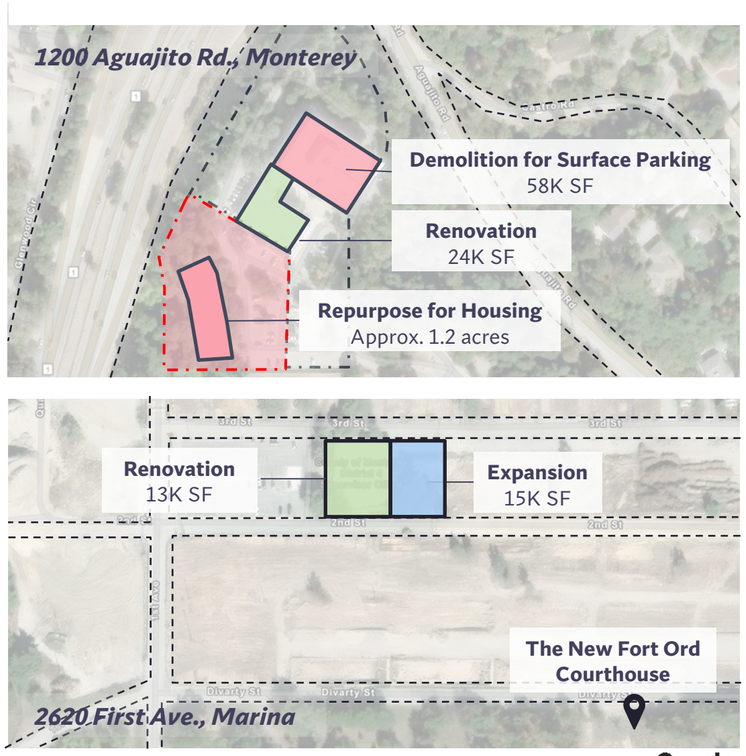
- **Repurpose courtrooms into office space after Court relocates**
- Allow departments to grow in place
- Provide space for other County functions, e.g., PWFP road crew



- *Cost of renovation **$53M** vs. Partial demolition, renovation, and build new **$45M***

Option 2

- **Demolish the parking structure and reparcel the site for housing**
- Demolish the north courthouse wing and convert to surface parking
- Expand 2620 First Ave. to relocate justice partners from 1200 Aguajito Rd.



1281 Broadway Ave., Seaside

New Build | Renovation | Refresh | Demolition and Repurpose

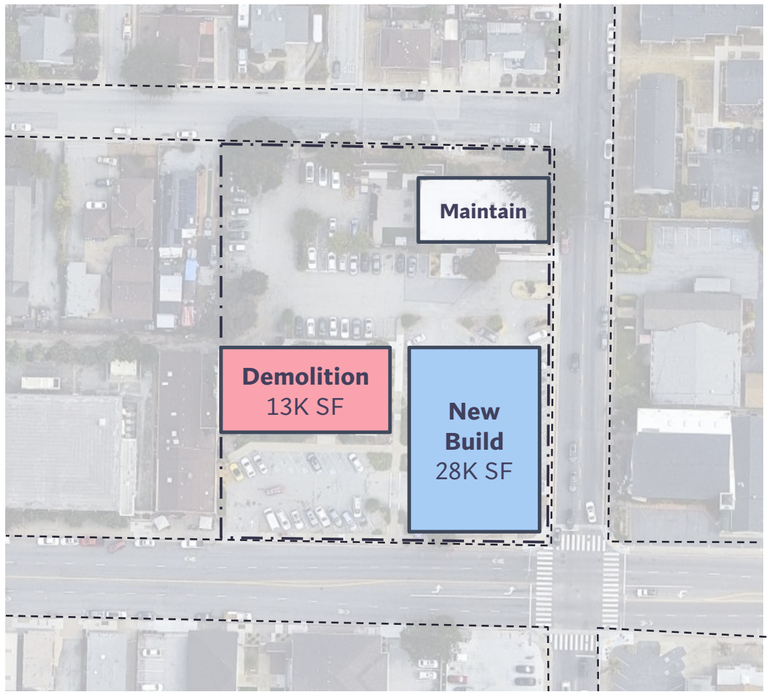
This property is being evaluated under a separate study.

Two options are included in the FMP's Occupancy Cost model.

	Building Area	Staff
Existing (2024)	13,000 GSF	62 FTEs
Option 1 (2044)	28,000 GSF	117 FTEs
Option 2 (2044)	26,200 GSF	117 FTEs

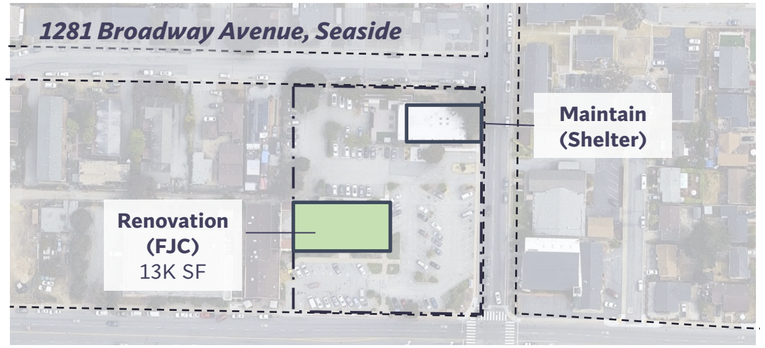
Option 1

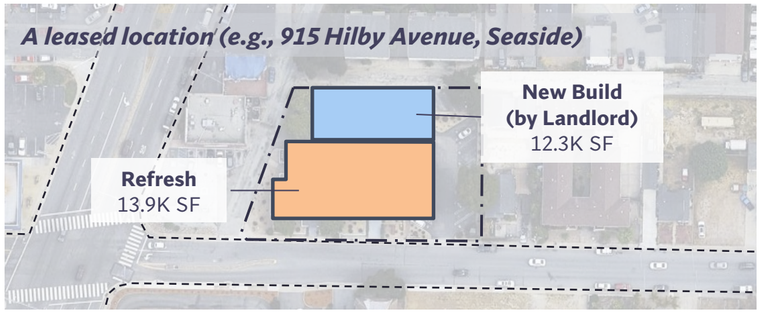
- **Renovate, expand, or rebuild the existing facility** (a minimum of 28,000 SF) to support DSS functions



Option 2

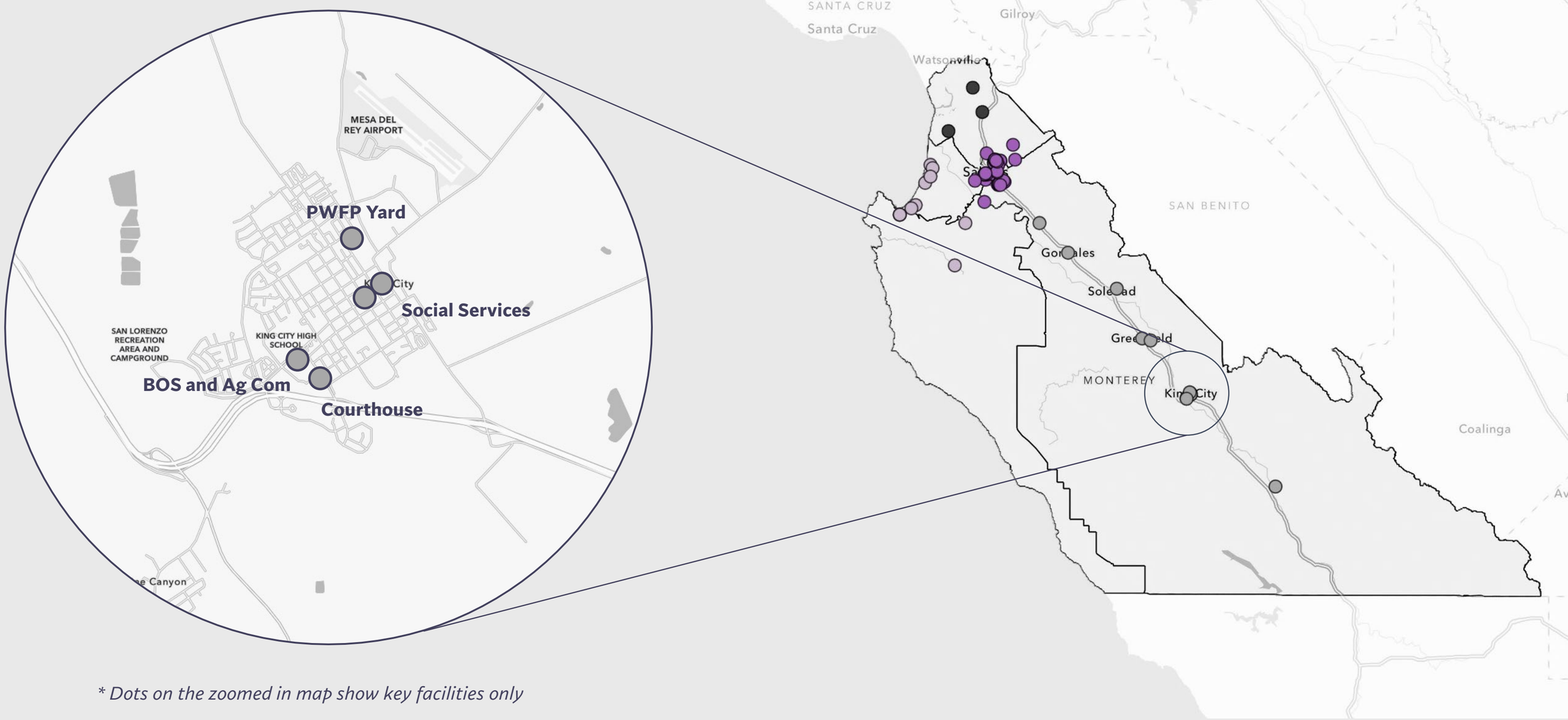
- **Lease a new facility** for DSS, with moderate tenant improvements or expansion as needed
- Repurpose 1281 Broadway for other County uses





This diagrams are for illustration only, options varies

South County



** Dots on the zoomed in map show key facilities only*

Gensler

South County | Key Facilities

1011 Broadway Ave. & 250 Franciscan Wy., King City

522 N. 2nd St., King City

116, 118, 200 Broadway St., King City (Leased)

** [**Not shown here**] To support resiliency center development in South County, County has acquired the vacant lot near San Lucas Library and is pursuing acquisition of additional lot and the leased San Ardo Library. Bradley Library is close to begin construction and has vision to also serve as resiliency hub.*

South County | Option 1 Grow Within Current Footprint

Relocate AgCom and PWFP

1011 Broadway Ave. & 250 Franciscan Wy., King City

- End retail leases and renovate for County use
- BOS District 3 remains after relocating from Greenfield
- Modernize courthouse and workspace

522 N. 2nd St., King City

- Build new for Probation training center and Animal Services if site impediments could be addressed

New Probation & Animal Services Functions

116, 118, 200 Broadway St., King City

- Maintain leases and grow in place
- Use mobile offices to extend service access

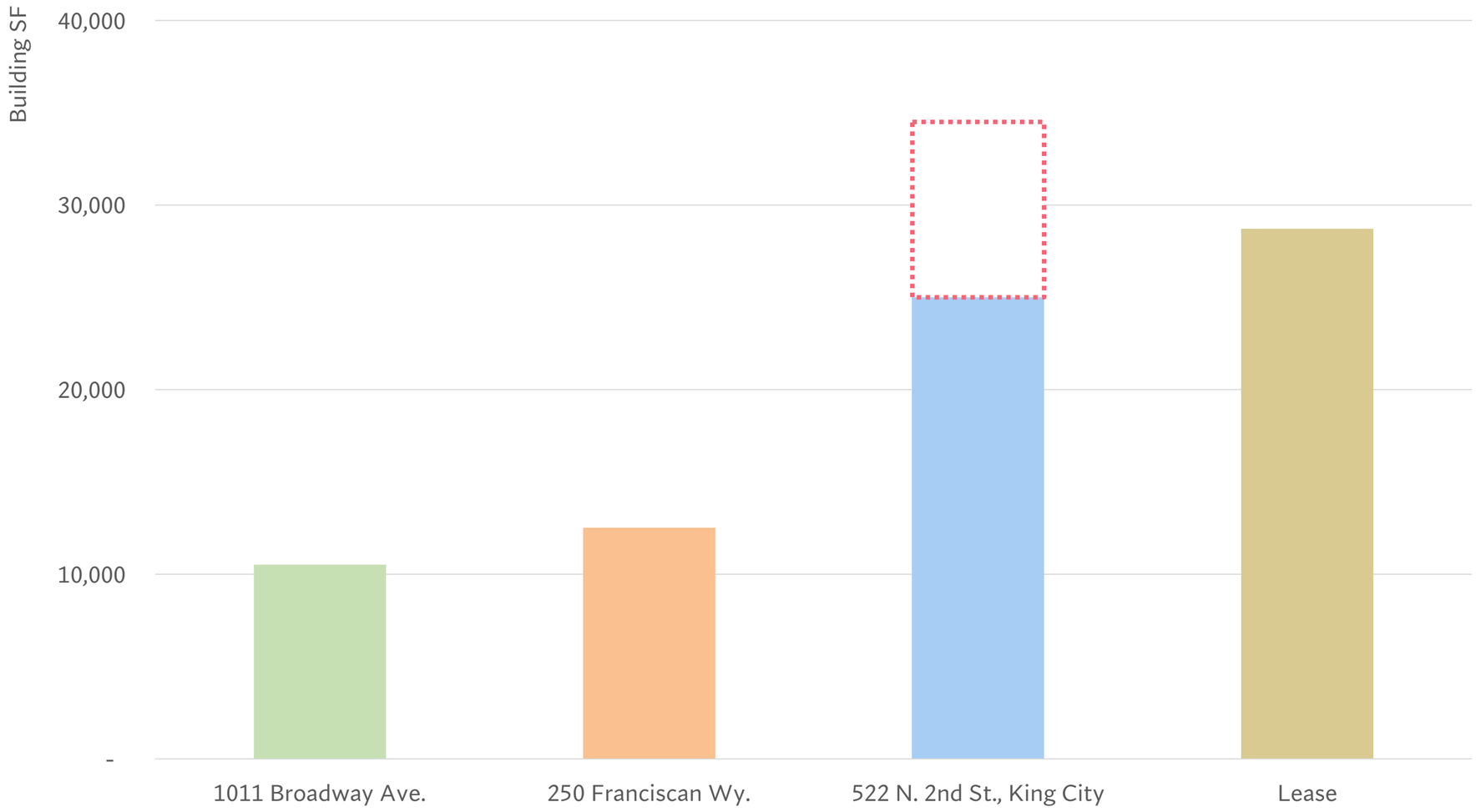
County Use

South County | Option 1 Grow Within Current Footprint

This option **invests in existing County-owned parcels to expand services in South County**. It includes some new construction for added services and does not require acquiring property.

ACTIONS

- Refresh (**16%**)
- Gut Renovation (**14%**)
- New Build (**33%**)
- Leases (**37%**)
- Demolition



Gensler | 250

South County | Option 2 Develop Regional Service Campus

Relocate AgCom and PWFP

1011 Broadway Ave. &
New Parcel along Franciscan Wy. &
250 Franciscan Wy., King City

- Develop the site as a regional service campus for County uses
- BOS District 3 remains after relocating from Greenfield

New Probation facility

522 N. 2nd St., King City

- Partially repurpose for housing
- Build new for Animal Services if site impediments could be addressed

New Animal Services Functions

Repurpose for Housing

116, 118, 200 Broadway St., King City

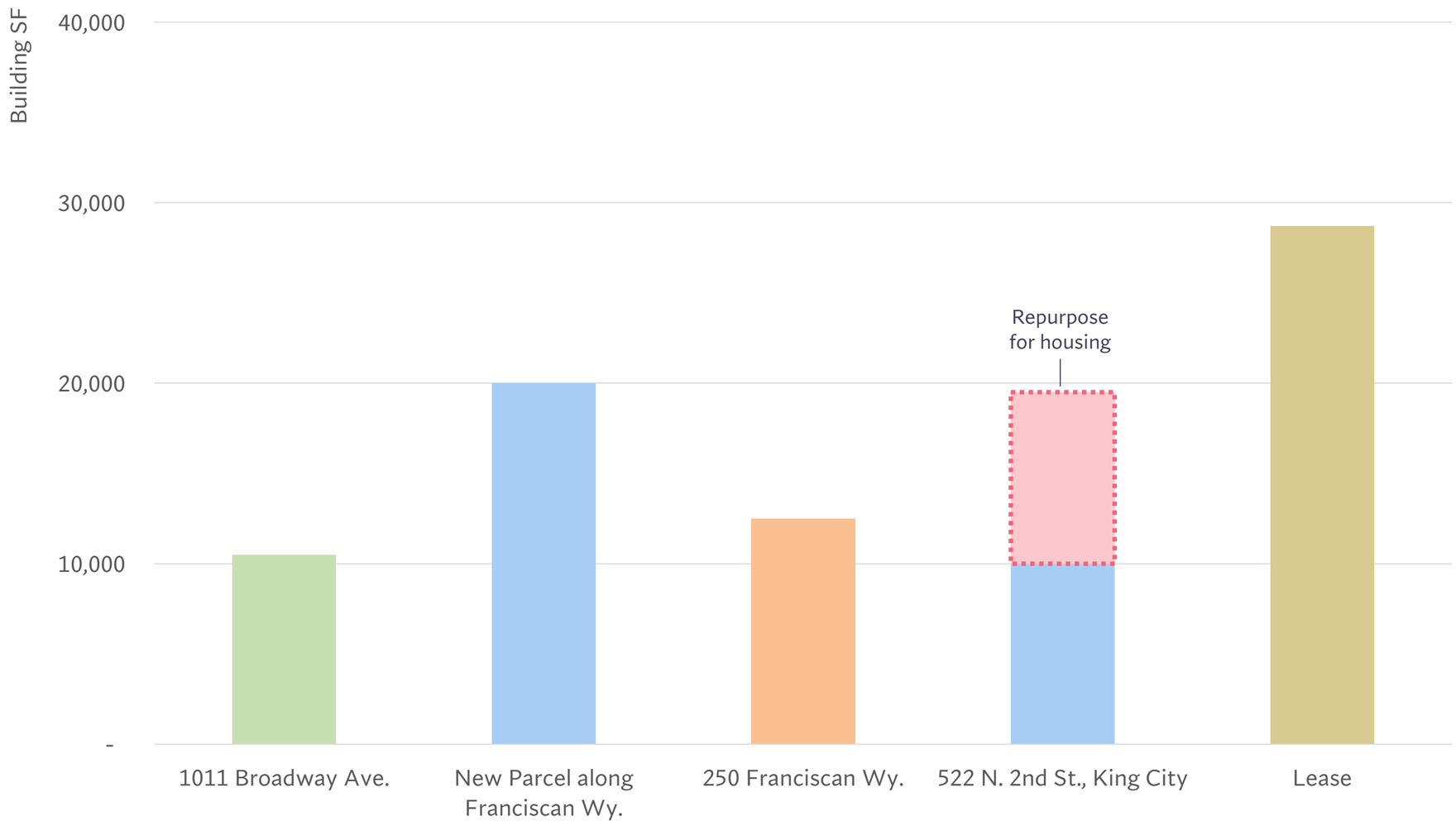
- Potentially cancel leases and move to the regional service campus

County Use

Partially Repurposed for Non-County Use

South County | Option 2 Develop Regional Service Campus

This option **connects nearby properties to create a County campus in King City** and requires acquiring an additional parcel.



ACTIONS

- Refresh (**15%**)
- Gut Renovation (**13%**)
- New Build (**37%**)
- Leases (**35%**)
- Demolition and Repurposing

Gensler | 252

1011 Broadway Ave. and 250 Franciscan Wy., King City

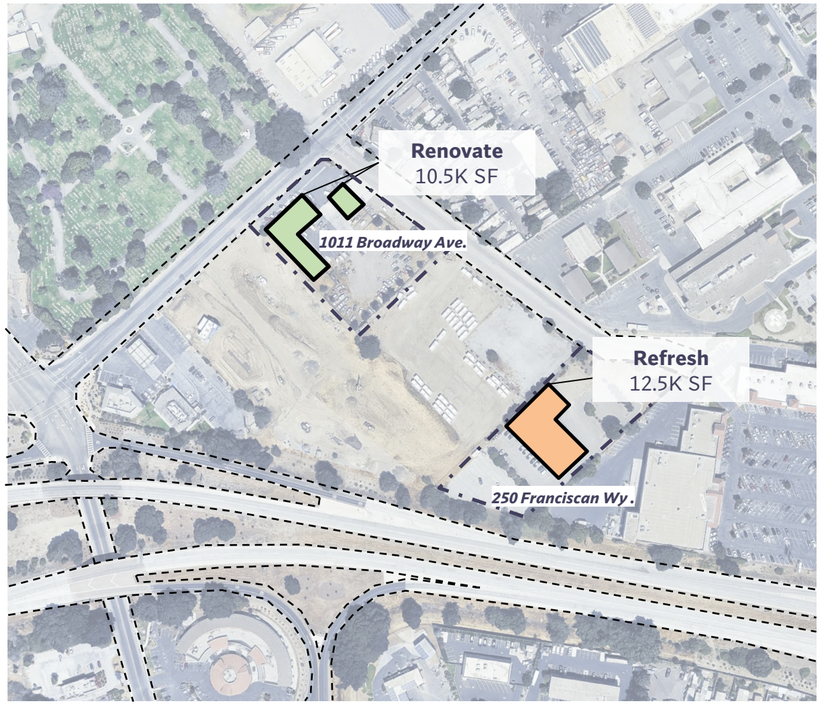
New Build | Renovation | Refresh | CIC Preferred Option

Existing

- Currently leased to retail tenants
- BOS District 3 office has moved
- AgCom plans to relocate staff and equipment
- Departments interested in expanding South County presence

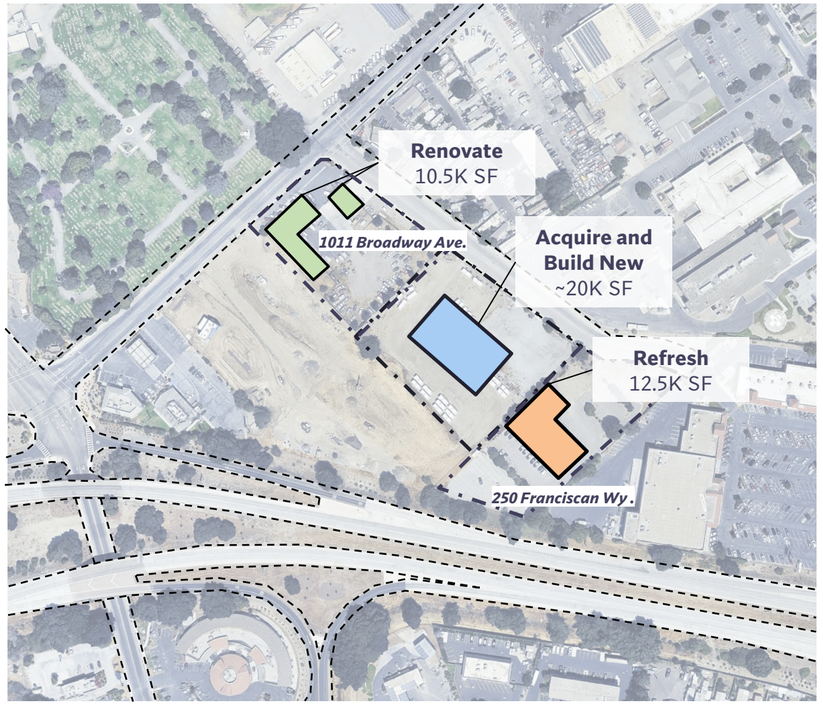
Option 1

- Renovate tool shop and church buildings for AgCom office and storage
- Use south open space for PWFP storage and staging
- Provide co-working space



Option 2

- Develop a regional County campus by connecting 1011 Broadway and the King City Courthouse to centralize services
- Build new Probation training facilities and potentially consolidate leases



	Building Area	Staff
Existing (2024)	23,000 GSF	27 FTEs
Option 1 (2044)	23,000 GSF	56+ FTEs
Option 2 (2044)	43,000 GSF	66+ FTEs

522 N. 2nd St., King City

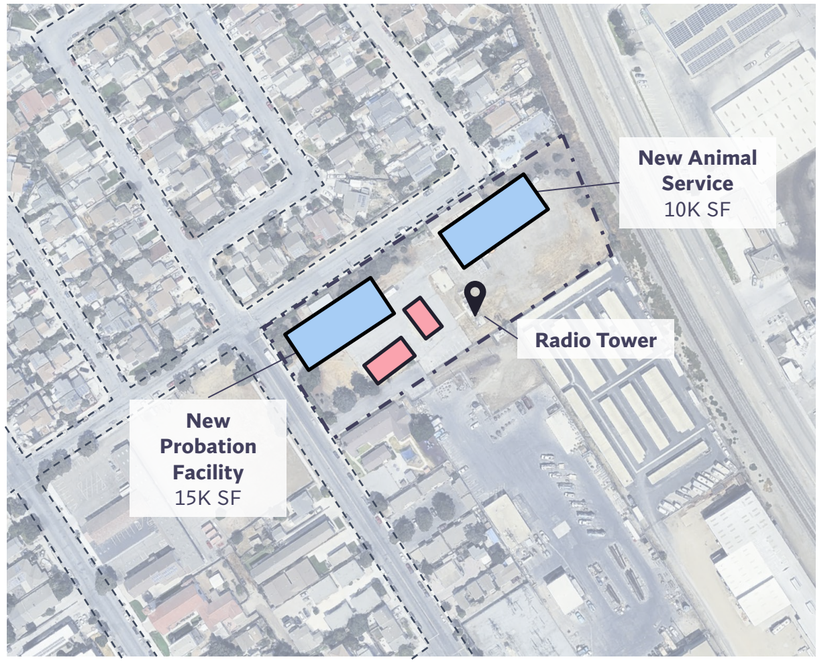
New Build | Demolish and Repurpose | ☆ CIC Preferred Option

Existing

- AgCom and PWFP are vacating the site

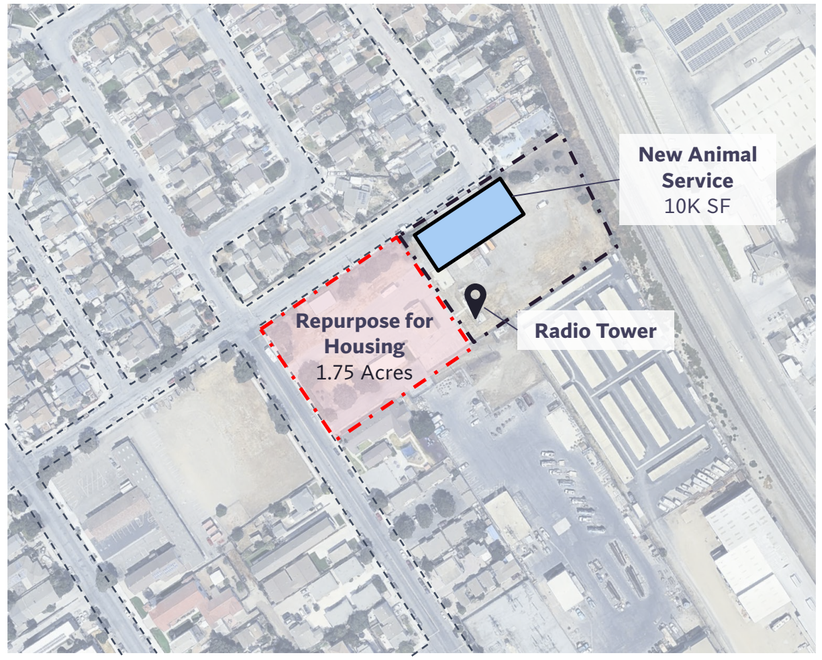
Option 1

- **Retain** this property to accommodate Probation education facility and animal services needs
- Address existing site impediments, including environmental remediation, relocation of the cell tower, and its proximity to a residential neighborhood



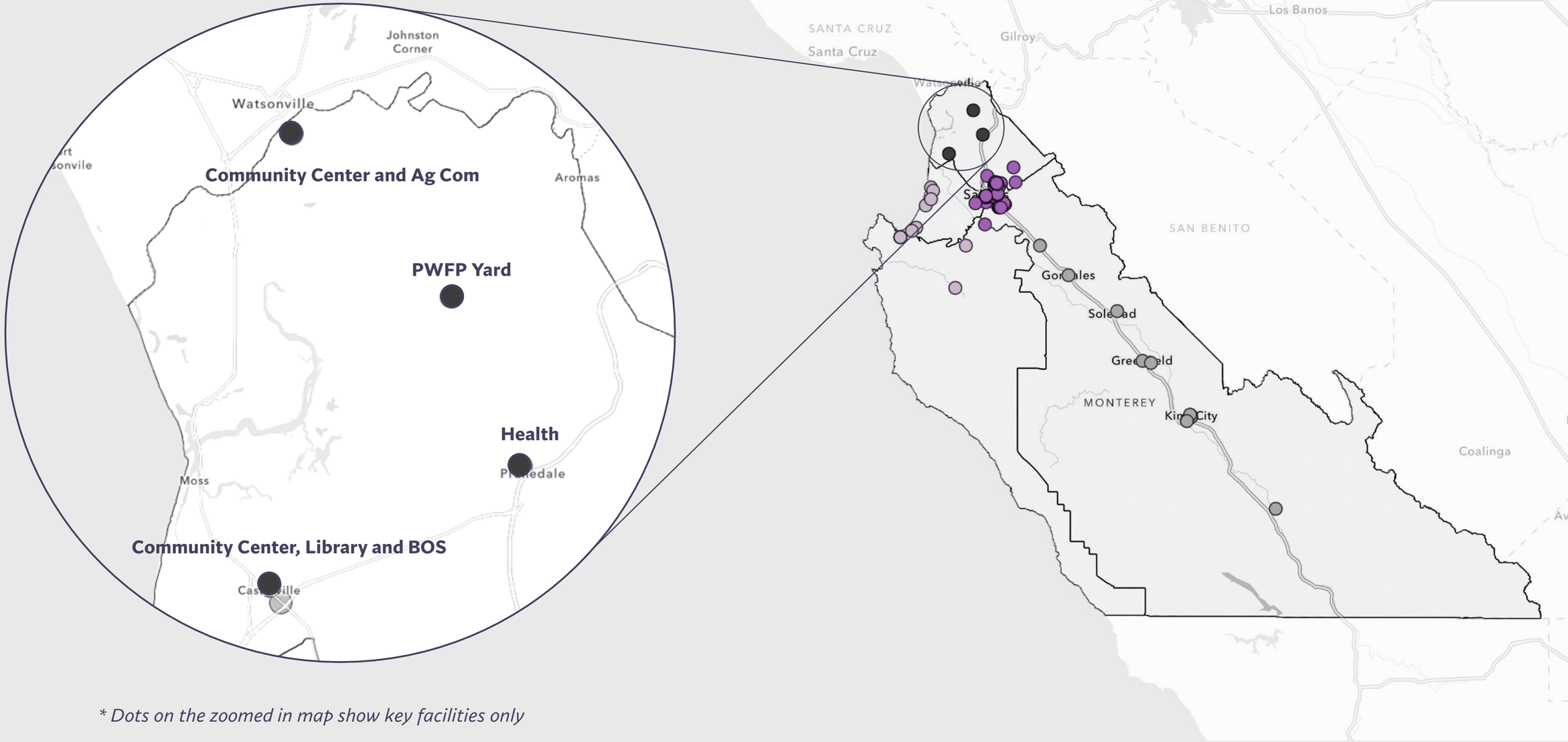
Option 2 ☆

- **Partially repurpose the site for affordable housing**. City of King has expressed interest.



	Building Area	Staff
Existing (2024)	9,500 GSF	3 FTEs
Option 1 (2044)	25,000 GSF	TBD (10+ FTEs)
Option 2 (2044)	10,000 GSF	TBD

North County



** Dots on the zoomed in map show key facilities only*

North County | Maintain Current Footprint and Support Mobile Access

Existing

- **No new construction** needed in North County
- Existing properties **meet current needs**
- Provide **drop-in workspace** for departments
- Health and Social Services covered by **mobile offices and clinics**

Key Actions

- Use the **renovated Pajaro Mansion** (29 Bishop St.) for drop-in workspace and community meeting rooms
- Identify **satellite or overflow parking options** near 29 Bishop St. to support expanded use and mobile operations
- Identify **a large training room** (50–80 seats) for the Agricultural Commissioner
- Lease **a small office with conference space** for the Sheriff-Coroner

29 A & B Bishop Street, Pajaro

	Building Area	Staff
Existing (2024)	**13,000 GSF**	**9 FTEs**
Future (2044)	**13,000 GSF**	**16+ FTEs**

CIC Recommendations Summary

Alisal Government Center

- Prefer to keep Public Defender in place vs. move to a new location.
- Create a new office for District 1 in East Salinas, keep touchdown space in Government Center.
- Adopt a phased parking strategy to add space over time.

Laurel Yard

- Support partial consolidation and redevelopment for affordable housing if accessibility can be improved.

Schilling Place

- Department of Emergency Management should remain in Salinas; but look for location near Schilling vs moving to Schilling Campus.

1220 Natividad (Old Print Shop, Vacant)

- Support short-term (5 years or less) revenue generating uses, but support County use as long-term option.
- Health Department is developing a feasibility study for reuse as a lab.

Monterey Courthouse

- Explore housing as alternate use once Courts move to new location. County may retain ownership and partner with other entities to develop.
- Prefer to keep justice partners near new courthouse.

South County

- Support repurposing 522 N 2nd. Street for housing.
- Support developing County campus between 1011 Broadway and 250 Franciscan Way.
- Consider a San Lucas Library resiliency center.
- Consider San Ardo library expansion.

Financial Analysis

Occupancy Costs Explained

Capital Costs

- Replacement reserve for repair (beyond routine maintenance)
- Capital expenditures and debt service payments for FMP recommendations (e.g., construction, demolition, renovation)

Operating Costs

- Owned operating costs (e.g., utilities, maintenance, janitorial)
- Leasing costs considering cost sharing and reimbursements

Three Scenarios Evaluated

Base Case

- Assumes a static real estate portfolio. No properties are acquired or disposed, and all existing leases are renewed or extended.
- Future staffing growth is accommodated within the current portfolio.
- This scenario depicts future costs to simply maintain the “status quo.”

Option 1 and Option 2

- Represent strategic planning scenarios outlined in this presentation.
- The financial analysis focuses on estimating the additional capital and debt service costs associated with constructing new facilities or significantly remodeling existing buildings to meet projected staffing and space needs.

Summary of 20-year Occupancy Costs

The estimated expenses* (nominal/non-discounted) required to maintain and expand the County's portfolio according to this Facility Master Plan, by Options, is outlined below.

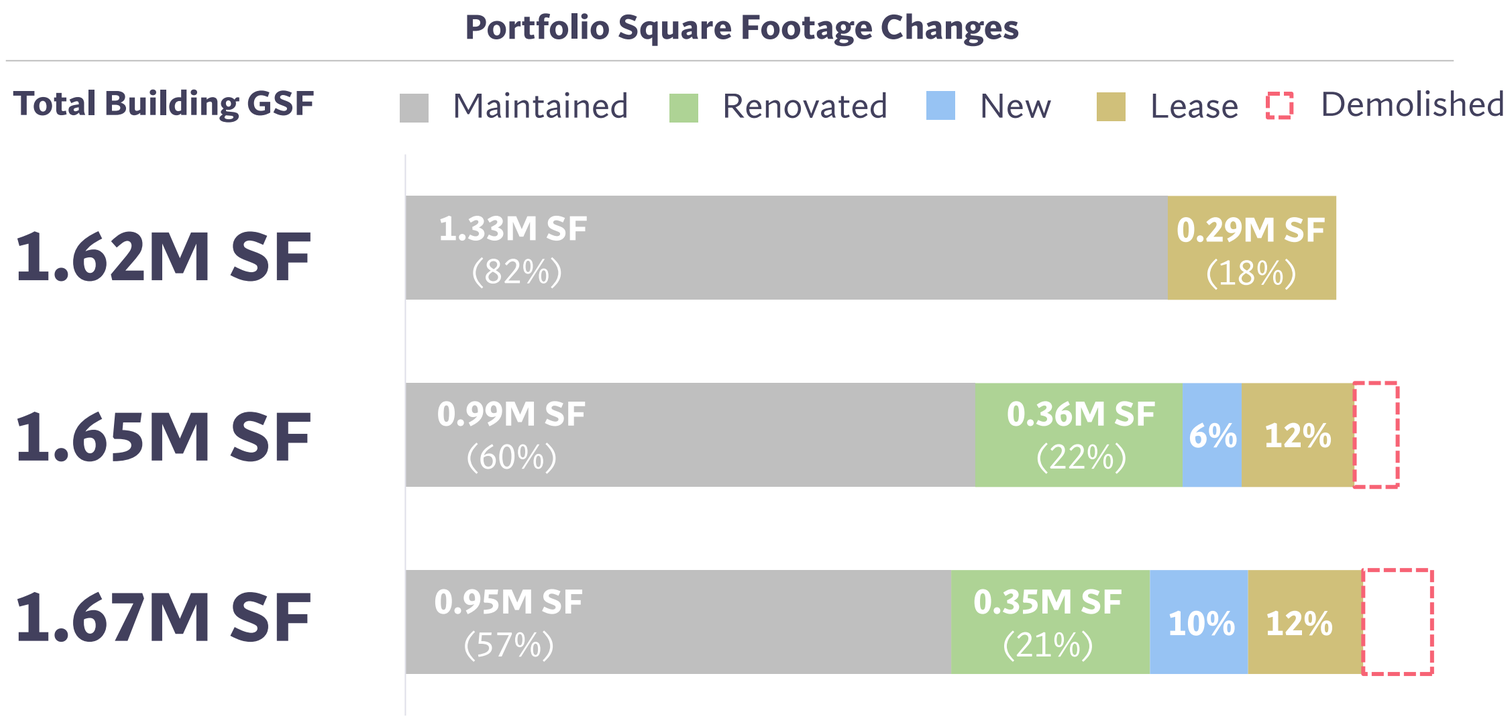
	Estimated 20-Year Occupancy Costs	Operating Cost	Capital Costs		
			Capital Reserves/Repair	Capital Expenditures (FMP)	Debt Services and Interest Reimbursements
Base Case	**$865M**	$524M	$225M	-	$116M
Option 1	**$1,330M**	$536M	$228M	$75M	$491M
Option 2	**$1,427M**	$551M	$231M	$75M	$570M

** Future cost estimates (for remodels, new construction, etc.) have been escalated at 4.25% annually from current construction cost estimates in 2025 dollars. Assumes all FMP actions implemented within first five years (2026-2030). Refer to GG+A report Financial Analysis of Monterey County Facility Master Plan Proposed Options (Jul 2025) for detailed assumptions.*

Summary of Portfolio Changes for Each Option

The portfolio changes based on recommendations in this Facility Master Plan, by Options, is outlined below.

	Estimated 20-Year Occupancy Costs	Total Building GSF
Base Case	$865M	1.62M SF
Option 1	$1,330M	1.65M SF
Option 2	$1,427M	1.67M SF

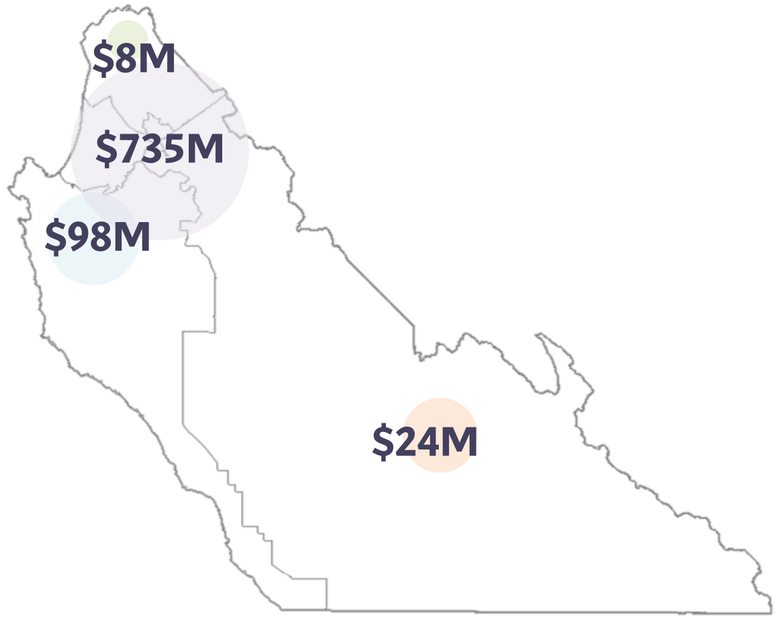


** Future cost estimates (for remodels, new construction, etc.) have been escalated at 4.25% annually from current construction cost estimates in 2025 dollars. Assumes all FMP actions implemented within first five years (2026-2030). Refer to GG+A report Financial Analysis of Monterey County Facility Master Plan Proposed Options (Jul 2025) for detailed assumptions.*

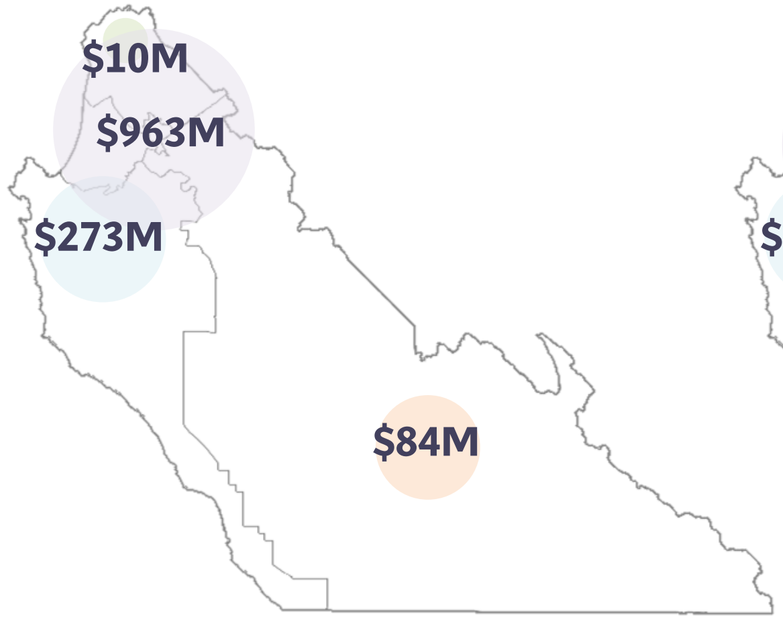
Summary of 20-year Occupancy Costs by Region

Salinas region is projected to comprise most of the countywide costs. However, South County occupancy costs increase considerably in the options due to investments in King City facilities. In the **Peninsula region**, occupancy costs are projected to rise by 280% under Option 1, primarily driven by the reconstruction and expansion of the 1281 Broadway property included in that scenario.

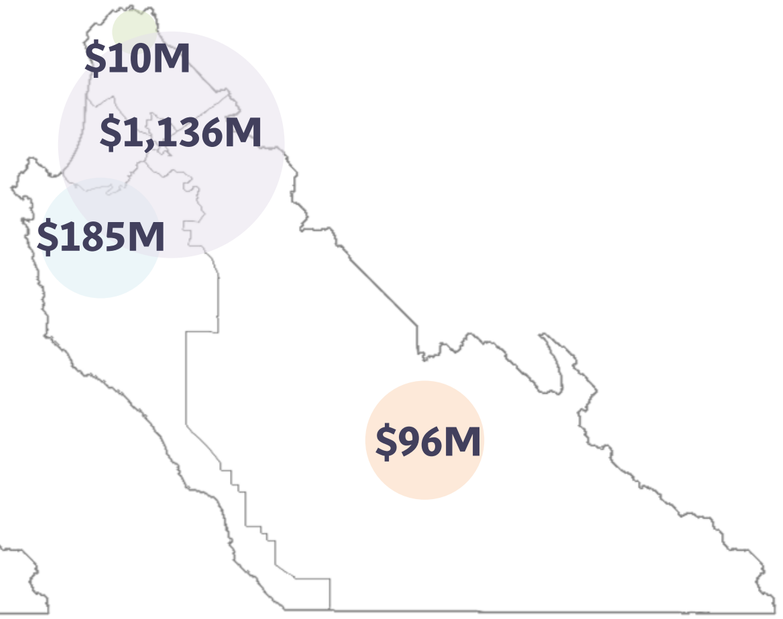
Base Case
$865M



Option 1
$1,330M



Option 2
$1,427M



Opportunistic Acquisitions

Reduced Occupancy Costs Through Acquisition(s)		
	New Construction	**Acquisition and Remodel**
Building Size in Square Feet	50,000	50,000
FTE Employees	200 FTE	200 FTE
Upfront Capital Cost	$50,000,000	$18,750,000 [1]
Cumulative 20-Year Costs:[2]		
Operating Costs	$16,952,816	$16,952,816
Capital Reserves/Repairs	$7,965,352	$7,965,352
Debt Service Payments	$79,984,181	$29,994,068
Cumulative Total:	$104,902,349	$54,912,236
Monthly Cost Per-Square-Foot	**$8.74**	**$4.58**
Annual Cost Per FTE Employee	**$26,226**	**$13,278**

[1] Includes an assumed cost of $375 per SF to acquire and remodel an existing building.
[2] Future costs with escalation.

The FMP options do not include the potential acquisition of existing office buildings to accommodate space needs. **Significant cost savings could be realized through office building acquisition(s) rather than new construction.**

This table is an example comparison for a hypothetical 50,000-square-foot building. Occupancy costs of the potential acquisition and remodeling of existing office space are estimated to be about **50%** of the costs of new construction.

Next Steps

Board Report Recommendations

- Receive a presentation on departmental space need projections for the next 20 years, and development options in the draft 2025 Facilities Master Plan for County facilities

- Provide direction to staff on space development options to incorporate into the Final 2026 Facilities Master Plan

Next Steps

- **Review and incorporate feedback** on the preferred path forward
- **Develop an implementation plan** with the core team
- **Share the draft master plan** with participating department heads
- **Deliver the final Facilities Master Plan**

Appendix

A. Abbreviations and Area Terminology

B. Participating Departments and Facilities in Scope

C. Detailed Key Findings

D. 1281 Broadway Options and Annual Cost Comparison

E. Summary of Key Facilities and Proposed Changes in Each Option

F. Office, Retail, and Housing Market Analysis

G. Responses to Board Referrals

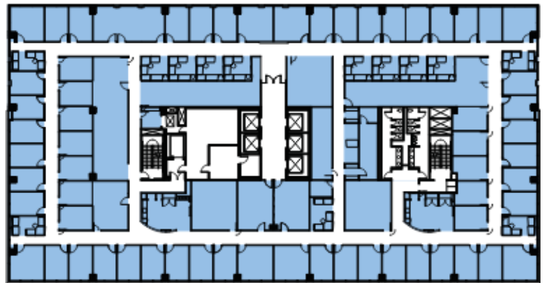
Appendix A
Abbreviations and Area Terminology

List of Abbreviations

AgCom	Agricultural Commissioner
BOS	Board of Supervisors
DA	District Attorney
DEM	Department of Emergency Management
DSS	Department of Social Services
EOC	Emergency Operations Center
FJC	Family Justice Center
FTE	Full-Time Equivalent
GSF	Gross Square Feet
HCD	Housing and Community Development
HR	Human Resources
IT	Information Technology
JH	Juvenile Hall
PD	Public Defender
PH Lab	Public Health Laboratory
PROB	Probation
PWFP	Public Works, Facilities, and Parks
SF	Square Feet
WDB	Workforce Development Board
WRA	Water Resources Agency

Area Terminology

Net Square Feet (NSF)

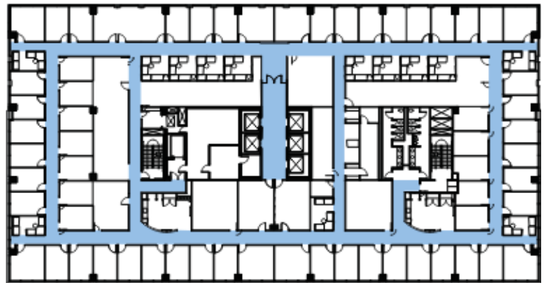


WHAT IT INCLUDES
Includes workspaces (offices and workstations), dedicated support (conference rooms, supply rooms, etc.) and shared support (entry lobby, shared floor support, break rooms, etc.).

HOW IT IS MEASURED
Measure to the centerline of interior partitions of a space. Total NSF is calculated by adding together all programmed areas.

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Circulation (Primary & Secondary)

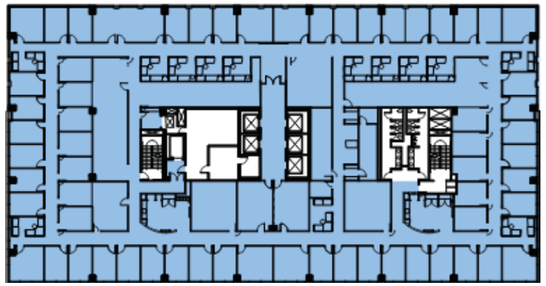


WHAT IT INCLUDES
Primary Circulation connects key areas like the elevator lobby and core facilities, while secondary circulation links individual offices and support spaces.

HOW IT IS MEASURED
Based on the ratio of enclosed offices to open workstations, estimate a Circulation Multiplier and apply the multiplier to the total NSF. The Circulation Multiplier is used to estimate the projected Usable Area from Net Area.

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Usable Square Feet (USF)

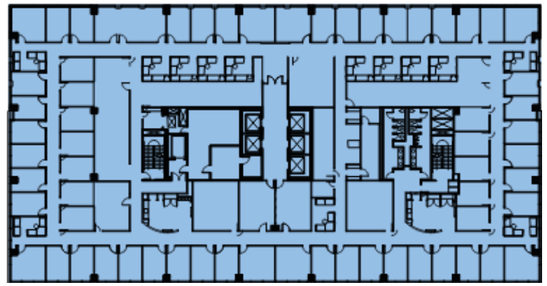


WHAT IT INCLUDES
Includes Net Area and Circulation but excludes building core and common spaces such as elevators, exit stairs, mechanical rooms, and toilets. For multi-tenant floors, common building corridor is excluded from USF.

HOW IT IS MEASURED
See ANSI/BOMA standard for detailed calculation method. Generally speaking, measure the area enclosed between the finished surface of the office area side of corridors and the dominant portion of the exterior wall or vertical penetrations.
NSF+ Circulation = USF

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Gross Square Feet (GSF)



WHAT IT INCLUDES
Includes exterior wall thickness, and all vertical penetrations (i.e. mech/electrical, plumbing, elevator shafts and stairwells) as well as basements, garages and penthouses. Excludes parking lots and loading docks outside the building line.

HOW IT IS MEASURED
See ANSI/BOMA standard for detailed calculation method. Generally speaking, measure to the outside finished surface of permanent outer building walls.
RSF + penetrations and Building exterior walls = SSF

WHY IT IS USED
- Construction
- Real Estate Portfolio

Appendix B
Participating Departments and Facilities in Scope

Participating Departments and Facilities in Scope

Below is the list of departments and facilities included in the Facilities Master Plan and associated studies.

Participating Departments

- Administrative Office
- Housing and Community Development
- Agricultural Commissioner
- Human Resources
- Assessor-County Clerk-Recorder
- Information Technology
- Auditor-Controller
- Library
- Board of Supervisors
- Military & Veteran Affairs
- Child Support Services
- Probation
- Civil Rights Office
- Public Defender
- Clerk of the Board
- Public Works, Facilities and Parks
- Cooperative Extension
- Sheriff-Coroner
- County Counsel
- Social Services
- District Attorney
- Treasurer-Tax Collector
- Elections
- Water Resources Agency
- Emergency Communications
- Emergency Management
- Health

Selected County-Owned Properties

SALINAS
1 Medical Drive
1220 Natividad Road
1270 Natividad Road
1322 Natividad Road
1352 Natividad Road
1410 Natividad Road
1414 Natividad Road
142 West Alisal Street
1420 Natividad Road
1422 Natividad Road
1428 Abbott Street
1432 Abbott Street
1441 Schilling Place
1488 Schilling Place
154 West Alisal Street
1590 Moffett Street
160 Hitchcock Road
168 West Alisal Street
20 East Alisal Street
240 Church Street
331 North Sanborn Road
855 East Laurel Drive
970 Circle Drive

PENINSULA
1156 Fremont Boulevard
1200 Aguajito Road
1200 Aguajito Road (Parking)
1281 Broadway Avenue
2620 First Avenue
299 Twelfth Street

SOUTH COUNTY
1011 Broadway Avenue
250 Franciscan Way
522 North Second Street

NORTH COUNTY
29 Bishop Street (Ag Com)
29 Bishop Street (Mansion)

Selected County-Leased Properties

SALINAS
1000 S. Main Street
118 West Gabilan Street
124 River Road
160 Hitchcock Road
1611 Bunker Hill Road
1615 Bunker Hill Road
1870 N. Main Street
234 Monterey Street
323 North Sanborn
339 Pajaro Street
344 Salinas Street
47 San Benancio Canyon Road
559 East Alisal Street
632 East Alisal Street
710 Old Stage Road
713 La Guardia Street
730 La Guardia Street

PENINSULA
188 Seaside Circle
29 Ford Road
3155 De Forest Avenue

SOUTH COUNTY
116 & 118 Broadway Avenue
200 Broadway Avenue
24281 Washington Street
355 - 359 Gabilan Drive
411 Center Street
599 El Camino Real

NORTH COUNTY
11272 Merritt St.
17615 Moro Road

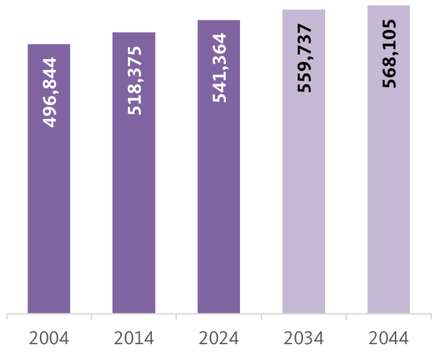
Appendix C
Detailed Key Findings

01

Growth is expected, particularly in Health, Social Services, Public Safety, and Justice functions.

COUNTY POPULATION GROWTH

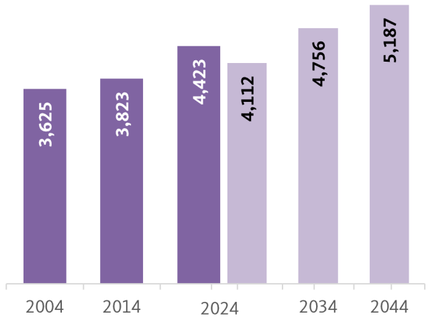
From 2004 to 2024, the County of Monterey's population grew by 6.4% (+26,100 residents). To better understand the overall service population, a "resident-equivalent" population was assessed, considering the impact of non-local workers on County services. While resident growth remained relatively minimal over the two decades, employment increased by 21.6%. Looking ahead, the County of Monterey is expected to see only modest growth in both population and employment.



	2004	2014	2024	2034	2044
County Population	411,544	427,425	437,614	452,170	458,868
1/2 Employment	85,300	90,950	103,750	107,567	109,237
Service Population	85,300	518,375	541,364	559,737	568,105

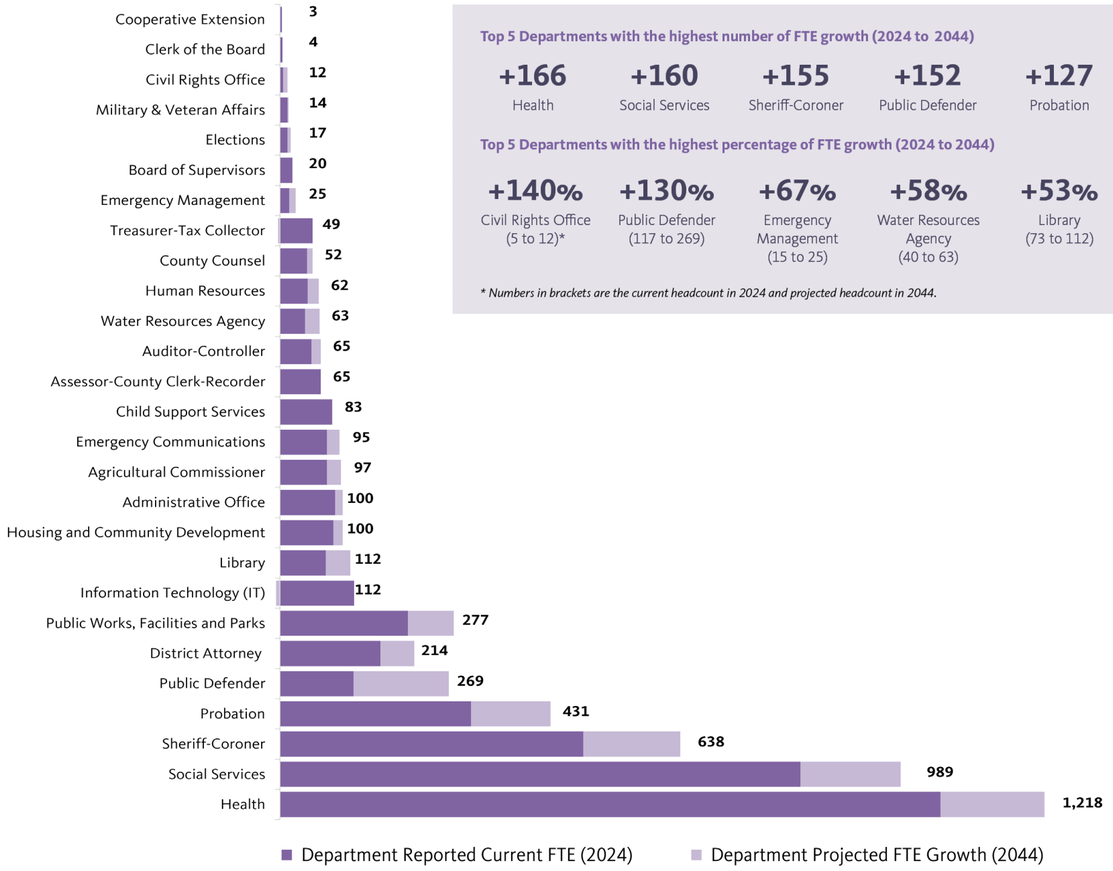
COUNTY EMPLOYEE GROWTH

From 2004 to 2024, the County's budgeted full-time equivalents (FTEs), excluding the Natividad Medical Center, grew by 22% (+798 positions). According to department-reported headcount data collected in a December 2024 employee survey, actual staffing is currently below budgeted levels, indicating unfilled vacancies. Looking ahead to 2044, departments projected a 26% increase (+1,075 employees) in total headcount compared to current actual levels.



	2004	2014	2024	2034	2044
Budgeted Positions*	3,625	3,823	4,423	-	-
Reported and Projected FTEs*	-	-	4,112	4,756	5,187

** Headcount does not include Natividad Medical Center FTEs*



Top 5 Departments with the highest number of FTE growth (2024 to 2044)

+166	+160	+155	+152	+127
Health	Social Services	Sheriff-Coroner	Public Defender	Probation

Top 5 Departments with the highest percentage of FTE growth (2024 to 2044)

+140%	+130%	+67%	+58%	+53%
Civil Rights Office (5 to 12)*	Public Defender (117 to 269)	Emergency Management (15 to 25)	Water Resources Agency (40 to 63)	Library (73 to 112)

** Numbers in brackets are the current headcount in 2024 and projected headcount in 2044.*

02

Current space utilization aligns with typical government benchmarks but could be more efficient.

CURRENT SPACE UTILIZATION

The County's real estate portfolio included in this study is approximately 1,658,000 SF, supporting 3,566 employees. This excludes the Natividad Medical Center, jails and detention centers, parks and recreational facilities, and libraries.

Of the total space, 946,000 SF (57%) is general office space primarily used as workplace for 2,853 employees. The remaining 713 employees work in non-office spaces such as courts, facility yards, health clinics, and warehouses.

To determine the current workplace utilization, facilities' total usable floor area (USF) was divided by the current number of occupants, including FTEs and temporary staff.

Since measurable floor plans were unavailable for all facilities, USF was estimated using a space efficiency factor of 75% of gross square feet (GSF). No additional adjustments for specialty spaces or specific layouts were made.

METHODOLOGY

Total USF (75% of GSF)	÷	**Occupants** (FTE + Temp)	=	**Utilization** (USF/OCC)

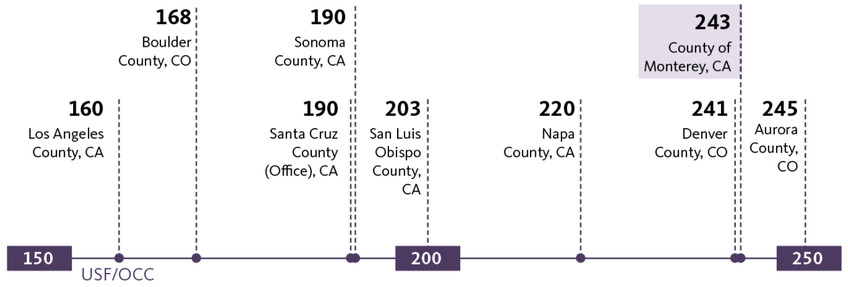
CALCULATION

710,000 USF (75% of 946,000 SF)	÷	**2,921** (2,853 FTE + 68 Temp*)	=	**243** (USF/OCC)

** Temporary staff listed here excludes seasonal staff from the Election and Emergency Management departments, as their staffing needs vary significantly. Space requirements for these temporary staff can be evaluated separately.*

BENCHMARKING

Benchmarking is a valuable tool for assessing and improving how space is being used. Industry standards have shown that government organizations commonly fall within a 150 – 250 USF/occupant range.



HIGHER EFFICIENCY POSSIBLE

Adopting a more efficient and consistent workplace standard during renovations, conversions, or new space planning is key for boosting productivity and reducing costs. Below are recommended utilization rates for each department based on industry best practices. Departments with heavier office use and customer service areas will be assigned a higher rate, while those primarily using workstations will have a lower rate.

Recommended Utilization Based on Space-Use Profiles

Heavy Enclosed Office	Mixed Enclosed and Open Office	Mostly Open Office with Customer Service Area	Mostly Open Office
250 USF/OCC	**225** USF/OCC	**200** USF/OCC	**175** USF/OCC
» Board of Supervisors » Civil Rights Office » District Attorney » County Counsel » Human Resources » Public Defender	» Sheriff-Coroner » Military & Veteran Affairs » Administrative Office » Child Support Services » Cooperative Extension » Clerk of the Board » Probation	» Social Services » Housing and Community Development » Health » Assessor-County Clerk-Recorder » Treasurer-Tax Collector	» Emergency Management » Elections » Water Resources Agency » Library » Auditor-Controller » Emergency Communications » Public Works, Facilities and Parks » Information Technology

In an ideal scenario where all existing facilities are renovated to meet the recommended standards, the County could achieve an **average utilization of 220 USF/OCC**, saving up to 67,000 SF. While this FMP does not assume full renovation, it recommends applying these standards where possible to all newly renovated or built spaces to improve long-term efficiency.

03

Many departments are leveraging telework but are not yet fully aligned on seat sharing.

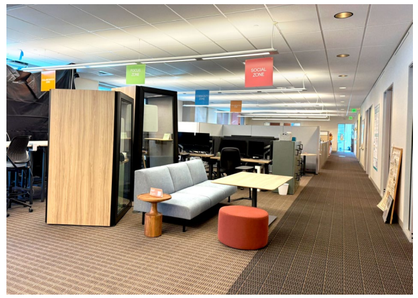
DEPARTMENT TELEWORK PRACTICE

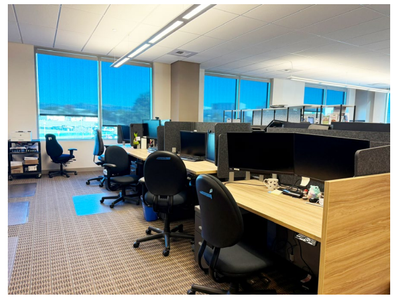
Departments have developed their own telework approaches based on the nature of their work and operational needs. Many departments offer flexibility, allowing staff to work remotely several days a week. However, departments that provide public-facing services or require frequent in-person collaboration typically have a greater on-site presence.

Department	**Telework Practice** (no. of remote days)	**Comments**
Administrative Office	All staff: 2-3 days per week	
Agricultural Commissioner	All staff: 2 days per week	55% staff work in the field
Assessor-County Clerk-Recorder	All eligible staff: 2 days per week	Customer-facing staff work in office
Auditor-Controller	60% staff: 2-3 days per week	
Child Support Services	All staff: 2 days per week	
Civil Rights Office	All staff: 3 days per week	
Clerk of the Board	50% staff: 3 days per week	Others telework as needed
County Counsel	All staff: 1-2 days per week	
District Attorney	All staff: 1 day per week	Digital workflow supports remote work
Elections	All staff work in office	
Emergency Communications	All staff work in office	
Emergency Management	All staff: 1 days per two weeks	
Health	All staff: 3 days per week	Started seat sharing pilot
Housing and Community Development	33%: 2-3 days per week, 33% mostly remote	Customer-facing staff work in office
Human Resources	All staff: 3 days per week	Confidentiality limits seat sharing
Information Technology	All staff: 4 days per week	In-office day is aligned
Library(Admin)	10% staff: 2 days per week	
Military & Veteran Affairs	All staff: 2 days per week	
Public Defender	Most staff: 1 day per week	Attorney/Investigator: 3 days per week
Public Works, Facilities and Parks	All staff: 3 days per week	50% staff work in field 75% of the week
Sheriff-Coroner	All staff work in office or in field	
Social Services	60% staff: 2 days per week	15% staff work in field 30% of the week
Treasurer-Tax Collector	25% staff: 1 day per week	Most staff work in office
Water Resources Agency	30% staff: 3 days per week	20% staff work in field 30% of the week

SEAT SHARING OPPORTUNITIES

Most departments continue to assign dedicated workstations, often because staff are scheduled to be on-site on the same days, a desire to maintain team culture when staff are on-site together, and concerns about confidentiality. A few departments, such as Health at their Admin Hub (1270 Natividad Rd.), have begun exploring seat sharing to better align with hybrid schedules. However, for many, longstanding workplace norms and the need for secure or personalized workspaces make shared seating less practical.





1270 Natividad Road (Health): Hybrid work pilot project testing new work modes and furniture arrangements.

EMPLOYEE FEEDBACK ON IN-PERSON VS. REMOTE WORKING

In the WPIx (Workplace Performance Index) Employee Survey, respondents reported that they need to be in-office 52% of their time to maximize individual and team productivity. Where as, the same respondents independently reported that they currently are working in-office 73% of the week.

The main reasons employees come into the office are to collaborate in person with colleagues and clients. Social connection with colleagues is also ranked highly.

Maximizing Productivity

52%

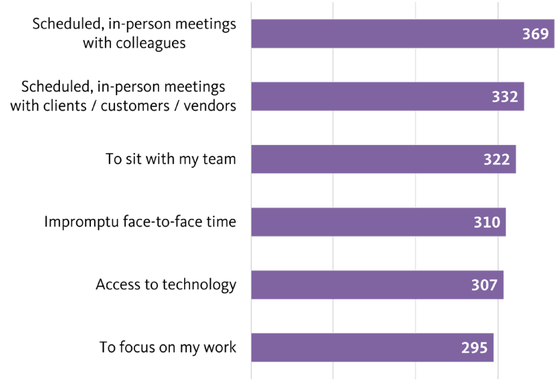
Percentage of In-office time to maximize individual and team productivity

VS.

73%

Current percentage of time in-office

Top Reasons to Come to the Office



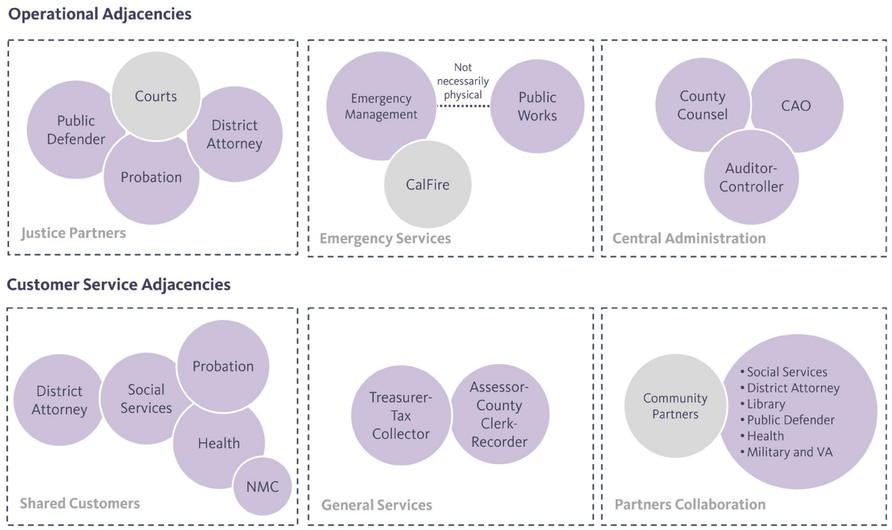
04

Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.

DESIRED ADJACENCIES

Virtual communication has significantly reduced the need for physical adjacency, enabling most departments to collaborate effectively regardless of proximity. However, certain groups still benefit from being co-located due to their unique operational workflows or shared customer service needs.

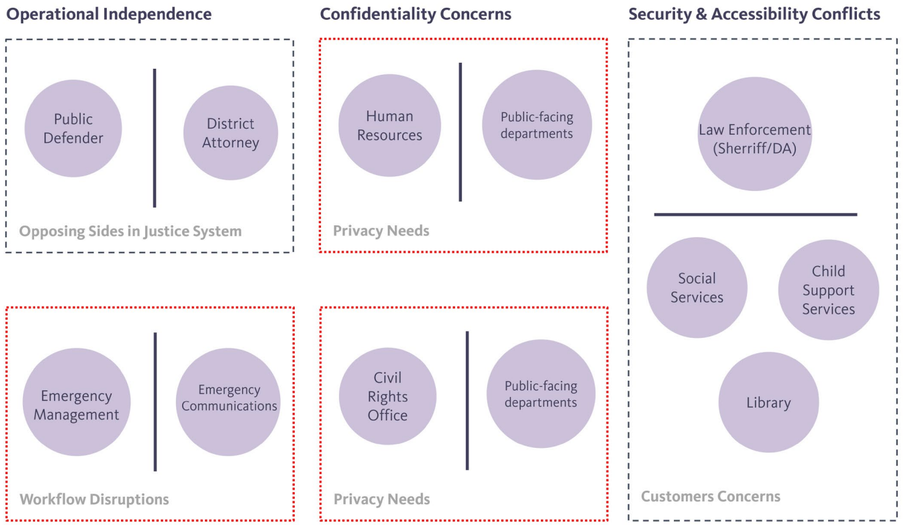
- Justice partners benefit from proximity to court to support coordination, hearings, and case management.
- Emergency services often require rapid coordination, though not all adjacency needs are physical.
- Central administration functions often collaborate on policy, finance, and oversight matters.
- Public-facing departments that serve overlapping client populations benefit from being nearby, as this improves convenience and access for the public.
- Departments such as Social Services, District Attorney, and Veterans Services often work closely with community-based organizations. Co-locating these services can strengthen their partnerships.



SEPARATION NEEDS

While some departments benefit from adjacency, others require separation to support operational independence, confidentiality, or customer comfort.

- Public Defender and District Attorney benefit from separation due to their opposing roles and the need to maintain neutrality.
- Emergency functions have distinct needs: Emergency Management may bring multiple agencies together during crises and requires collaborative space, while Emergency Communications depends on uninterrupted operations and benefits from physical separation.
- Departments handling sensitive information, such as Human Resources or the Civil Rights Office, need private and secure workspaces.
- Public-facing services, including Social Services, Child Support Services, and the Library, often serve vulnerable populations who may feel intimidated by law enforcement presence and therefore benefit from separation to ensure a welcoming, accessible environment.



05

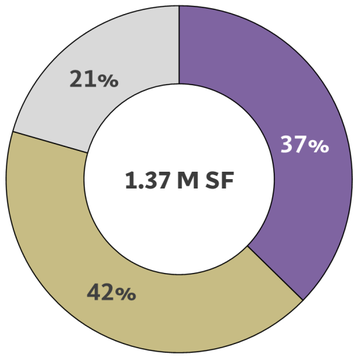
County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.

FACILITY AGE

A significant portion of the County's building portfolio is aging. Approximately 37% of County-owned facilities (509,000 SF) are over 50 years old, an age at which buildings typically require substantial reinvestment, including system upgrades, major repairs, or seismic improvements to meet current codes and standards.

An additional 42% (575,000 SF) are between 30 and 50 years old and are expected to face similar capital needs in the near future.

Only 21% of facilities are under 30 years old, representing the most modern portion of the portfolio.



- Facilities over 50 years old
- Facilities between 30-50 years old
- Facilities under 30 years old

Over 50 years old:	Under 50 years old:
29 Bishop Street (Mansion)	855 East Laurel Drive
154 West Alisal Street	2620 First Avenue
142 West Alisal Street	1590 Moffett Street
1352 Natividad Road	20 East Alisal Street
522 North Second Street	1441 Schilling Place (North Building)
1011 Broadway Avenue	1 Medical Drive
1220 Natividad Road	1414 Natividad Road (warehouse)
970 Circle Drive	1414 Natividad Road
240 Church Street	299 Twelfth Street
1410 Natividad Road (warehouse)	1441 Schilling Place (South Building)
1420 Natividad Road	1488 Schilling Place
250 Franciscan Way	29 Bishop Street (Ag Com)
1200 Aguajito Road Annex	
1200 Aguajito Road (Parking)	
1200 Aguajito Road	
1422 Natividad Road	
1281 Broadway Avenue	

FACILITY CONDITIONS ASSESSMENT (2015)

The Facility Conditions Assessment performed in 2015 provides a snapshot of the physical state of County facilities, identifying building deficiencies and estimating the cost and urgency of repairs or replacements. This assessment helps prioritize capital investment based on the severity of issues found, ranging from critical safety concerns to longer-term maintenance needs.

The chart below summarizes the estimated cost of deficiencies, categorized by urgency, from immediate failures that require attention to discretionary improvements recommended over a five-year horizon.

**Deficiency data was provided by the County on November 5, 2024, based on the Facilities Conditions Assessment completed by an independent third-party consultant in 2015. Cost estimates and conditions reported may no longer reflect the current state of the facilities.*

Complete Deficiency* Rollup (2015)	
2015 Priorities	**Extended Sum**
1 - Immediate: Imminent failure. Deficiency should be addressed within Year 1.	$22,669,200
2 - Critical: Replacement needed. Will become Immediate in Years 1 to 2.	$45,128,200
3 - Impending: Expected maintenance. Will become critical in Years 2 to 3.	$7,214,000
4 - Necessary: Needed, not yet critical. Will become Impending in Years 3 to 5.	$2,648,100
5 - Discretionary: Replacement Recommended in Year 5.	$8,434,800
Total Rollup:	**$86,094,300**

Building Examples:

	Sheriff Public Safety Building (1414 Natividad Road)	**Monterey Courthouse and Annex** (1200 Aguajito Road)	**King City Yard and Office** (522 N 2nd Street)
Facilities Conditions Rating (2015)	**Poor**	**Poor**	**Critical**
Facilities Conditions Index (2015)*	0.15	0.1	0.58
Anticipated Capital Renewal (2015)	**$9,644,000**	**$7,773,000**	**$2,693,000**

**A higher FCI indicates a worse condition*

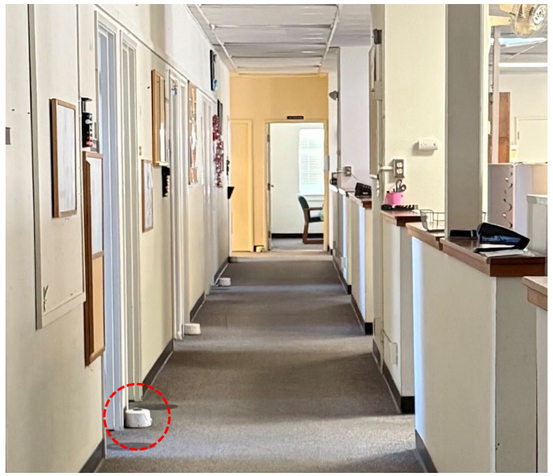
06

Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.

PRIVACY

Department leaders cited that confidentiality is a limiting factor to working in-office without enclosed and sound dampened spaces.

Many County departments, such as County Counsel, the Civil Rights Office, HR, and Social Services, require space for confidential meetings. The issue is often due to either inadequate soundproofing in the original designs or the deterioration of acoustic materials over time. Departments have relied on temporary fixes like white noise machines or wall remodels. A more consistent approach to soundproofing is important for future space designs.

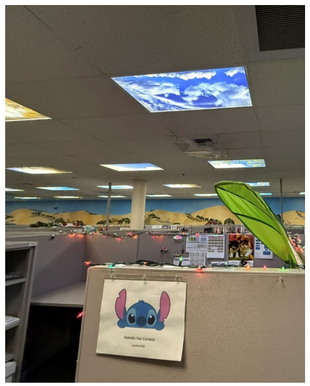


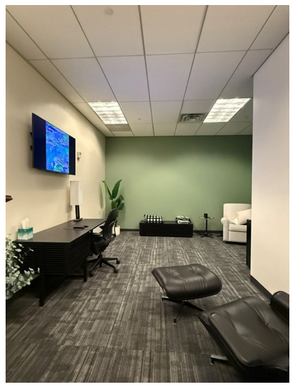
1281 Broadway: White noise machines in front of the interview rooms

WELLBEING

Department leaders are making ad hoc adaptations to the office environment to support employee wellbeing.

In the absence of wellness standards, departments have implemented their own small-scale solutions, such as relaxation rooms, light filters, and designated wellness spaces. These efforts reflect a clear need for more consistent, dedicated wellness spaces in future workplace planning to better support employee health, comfort, and retention.



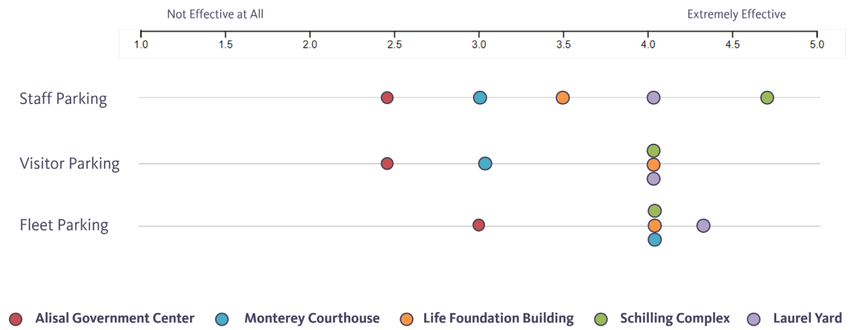


(Left) 1000 S. Main: Cloth light cover reducing light within open office.
(Right) 168 W. Alisal: Relaxation and lactation room in Public Defender offices.

PARKING

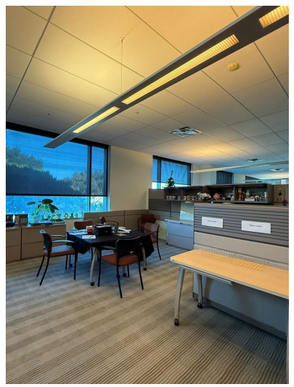
Most employees currently commute via car, and parking is not always available at County facilities, especially in downtown Salinas. When asked about parking effectiveness, department leadership ranked Alisal Government Center the lowest among core facilities. An independent study conducted in April 2022 highlighted a significant parking deficiency at this location. Departments also flagged safety issues, citing poor lighting and concerns in lots used for the Safe Parking Program.

Parking Effectiveness Rating of Selected County Facilities*

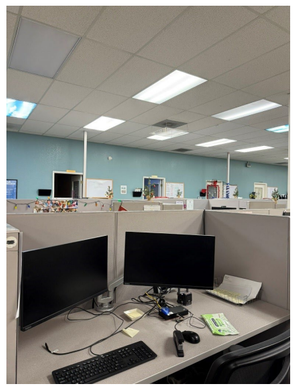


INCONSISTENT WORKPLACE STANDARDS

Workstation types and sizes vary across locations. The lack of consistent workplace standards may create an unequal experience and limits flexibility in future planning.



(Left) 168 W. Alisal:
Public Defender 2nd floor workstations.



(Center) 116 & 118 Broadway:
Social Services cubicles in King City.

(Right) 1441 Schilling Place:
Environmental Health open office space.

07

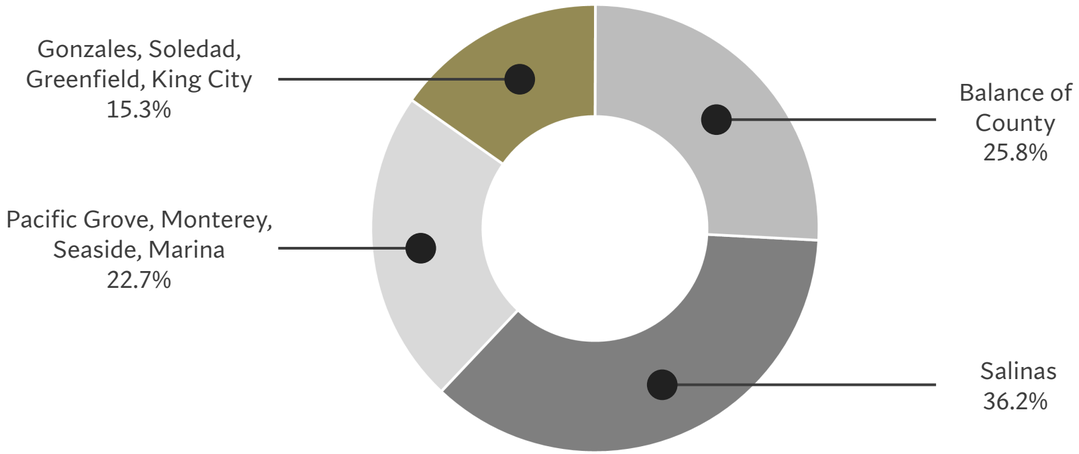
Service gaps remain in South and North County; several departments are interested in expanding their presence.

SERVICE POPULATION DISTRIBUTION

In 2023, communities in South County, including Gonzales, Soledad, Greenfield, and King City, made up about 15.3% of County of Monterey's service population*. These areas, along with rural parts of North County, often face gaps in access to essential services.

During an interview with the District 3 Supervisor, it was noted that many households in South and rural North County lack reliable internet access, potable water, and air conditioning. These infrastructure gaps create barriers to health, safety, and overall community resilience. County facilities in these areas should help close service gaps by improving access to services and supporting stronger, more resilient communities.

County of Monterey Service Population* Distribution (2023)



** Service population is calculated as the number of residents plus half the number of jobs, assuming that two jobs in the County create service needs equivalent to one resident.*

CURRENT SERVICES PROVIDED

South County

- Social Services are primarily delivered out of King City, co-located with Health and Library.
- Justice partners operate out of the King City Courthouse, including the District Attorney, Public Defender, Probation, and Sheriff.
- Health clinics operate in Gonzales, Soledad, and King City, providing local access to medical care across the region.
- Library services follow a distributed model, with branches in most major communities and a new branch opening in Bradley.
- Public Works, Facilities, and Parks operates facility yards in Greenfield and King City to support regional operations.

North County

- Agricultural Commissioner operates a field office in Pajaro, supporting local growers.
- Health services operate out of the community center in Pajaro, with an additional clinic in Prunedale.
- Library has branches in Pajaro, Castroville, Prunedale, and Aromas, but has noted inadequate facilities in Aromas and potential relocation to Las Lomas.
- There are no fixed Social Services locations. Services are provided through mobile offices.

IMPROVE SERVICE DELIVERY

Several departments are interested in expanding their presence in South County and other rural regions to better serve residents, respond to emergencies, and promote long-term well-being. The table below summarizes facility needs shared by each department during leadership interviews.

Department	Their Interests
Agricultural Commissioner	Integrated facilities at 1011 Broadway Street in King City
Civil Right	Touchdown space in South County
Emergency Management	Touchdown location in King City
Health	Animal shelter in South County and Behavioral Health clinics in Greenfield
Housing and Community Development	Drop-in office for field inspections
Library	Long-term facilities in San Lucas and San Ardo with resilience centers; expand Aromas location or relocate to Las Lomas
Probation	Dedicated facility in South County to support high caseloads
Social Service	Potential new location in Greenfield; expand North County access through mobile service units
Sheriff	Small satellite office in North County

To support housing development, potential properties were identified for highest and best use analysis.

PROPERTIES WITH REDEVELOPMENT POTENTIAL

These sites were identified for their potential to support housing or other uses, based on factors like size, current use, and redevelopment potential. Proposed uses are detailed in the Recommendation section.

	Address	Current Use	Site Area	Building Area	Opportunities
	855 East Laurel Drive, Salinas	Vacant	Approx. 9 Acres	n/a	Board referral for Senior Affordable Housing
	855 East Laurel Drive, Salinas	Office, shop, staging, comm. Tower (PW, WRA, IT, and PB)	Approx. 19 Acres	89,464 SF	Possible adaptive reuse or disposition for affordable housing
	1220 Natividad Road, Salinas	Vacant (Former Printing Services)	1.6 Acres	3,497 SF	Potential for a revenue generating commercial space for housing fund
	1352 Natividad Road, Salinas	Vacant (Old Juvenile Hall)	Approx. 0.6 Acres	6,460 SF	Future County use, for example, Family Justice Center
	154 West. Alisal Street, Salinas	Vacant (Old County Jail)	0.52 Acres	26,721 SF	Revitalization of the building on National Registry of Historic Places
	522 North Second Street, King City	Agricultural Commissioner General Office, Shop & Material Storage	2.91 Acres	9,526 SF	Possible adaptive reuse or disposition for affordable housing
	1011 Broadway, King City	Retail on a monthly lease	1.5 Acres	10,456 SF	Adaptive reuse for County office as a regional hub
	Barloy Canyon Rd, Former Fort Ord APN 031-161-033, Marina	Training, Material Storage (Sheriff, DA, C&P and PWFP)	252 Acres	23 Buildings	Future use to be determined

MARKET OVERVIEW

As the County reviews its long-term facility needs, this market overview provides context for evaluating potential alternative uses of County-owned properties. In particular, it assesses current conditions in the office, retail, and housing markets to better understand market demand and feasibility should certain sites become surplus in the future.

Office

- Limited Contemporary Office Space in Salinas: The supply of contemporary office space in Salinas is limited. Most newer or larger office spaces are concentrated near the Monterey Airport, where asking rents tend to be higher.
- County of Monterey Lease Costs: Across the County of Monterey, the average gross lease rate is approximately $27.50 per square foot annually, which aligns with market norms for existing leased buildings. However, most available spaces are relatively small and rents are generally not high enough to support new speculative office construction
- Office Reuse Challenges: These conditions suggest that while there may be some demand for well-located office properties in good condition, reuse of older or larger County office sites could be challenging without significant investment.

Retail

- Retail Inventory & Growth: Retail inventory in Salinas has grown modestly by approximately 330,000 SF (5%) since 2006, with the most notable expansion occurring at the Gateway Center in 2017.
- Occupancy & Absorption Trends: Retail occupancy rates remain strong, ranging from 99% (2017) to 94.6% (2023), but net leasing activity has been modest over time. Retail rents have fluctuated, averaging nearly $18 per square foot annually in the last two years but remain relatively low. Retail rents will need to be higher than the market average to support new space construction.
- Rents & Development Challenges: This indicates reuse of County-owned properties for retail may be feasible, but only in strategic locations with strong foot traffic or potential for mixed-use development

Housing

- Housing Permits & Sales Activity: The housing market in Salinas is marked by strong demand and limited supply. Residential building permits increased from 2020-2022 but declined sharply in 2023. Home sales transactions in 2024 are projected to decline by 45% from their 2020 peak, with listings remaining very limited.
- Rental Market Trends: Salinas has over 23,000 renter-occupied units, with 60% in multi-family properties. Rents have increased by 92% since 2010, reaching an average of $1,994 per month in 2024, while rental vacancy rates have dropped to just 2.7%.
- High Redevelopment Potential for Housing: Given high prices, low vacancies, and limited construction activity, if land in suitable locations for residential uses were to be become available, housing would be a leading land use candidate.

Appendix D
1281 Broadway Options and Annual Cost Comparison

Annual Occupancy Cost Comparison for Broadway Family Connection Center Building Options – Updated 7/17/2025

	Current CIP	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
Summary of Option	Redevelop Site, Construct New Building	Remodel Existing Building	Remodel and Expand Existing Building	Construct New Building	Construct New Building	Lease 915 Hilby Ave. + Modest Improvements	Lease 915 Hilby Ave. and Complete Addition + Major Remodel[6]
Building Square Feet	62,200	13,000	30,352	28,018	46,500	13,900	26,200
Net Square Feet [1]	51,833	10,833	25,293	23,348	38,750	11,583	21,833
Upfront Project Cost [2]	$114,767,000	$16,684,000	$42,869,000	$43,751,000	$75,134,000	Lease	Lease
DSS Occupancy as Share of Total Building Space[3]	38%	100%	77%	84%	50%	100%	89%
DSS Reimbursement [4]	80%	80%	80%	80%	80%	80%	80%
Monthly Net Lease Cost	NA	NA	NA	NA	NA	$3.00/sf	$6.00/sf
Dept. of Social Services Only							
Cumulative Cost (20 Yrs) [5]	$53,699,533	$21,700,361	$42,422,577	$46,309,263	$47,722,502	$2,668,800	$7,862,400
Average Annual Cost	$2,684,977	$1,085,018	$2,121,129	$2,315,463	$2,386,125	$133,440	$393,120
Monthly Per Square Foot	**$9.56**	**$6.96**	**$7.55**	**$8.25**	**$8.50**	**$0.80**	**$1.40**
Other County or Public Users Only							
Cumulative Cost (20 Yrs) [5]	$121,589,402		$17,067,787	$12,417,456	$64,081,442		$4,704,000
Average Annual Cost	$6,079,470	NA	$853,389	$620,873	$3,204,072	NA	$235,200
Monthly Per Square Foot	**$13.06**		**$10.23**	**$11.20**	**$11.56**		**$7.00**
Total (Dept. of Social Services and Other County or Public Users)							
Cumulative Cost (20 Yrs) [5]	$175,288,935	$21,700,361	$59,490,364	$58,726,718	$111,803,944	$2,668,800	$12,566,400
Average Annual Cost	$8,764,447	$1,085,018	$2,974,518	$2,936,336	$5,590,197	$133,440	$628,320
Monthly Per Square Foot	**$11.74**	**$6.96**	**$8.17**	**$8.73**	**$10.02**	**$0.80**	**$2.00**

[1] Net/Gross building efficiency of 83% assumed for all scenarios.
[2] Cost estimates with an upfront 2% cost of financing added (e.g., bond underwriting, delivery date expenses).
[3] Department of Social Services (DSS) assumed to occupy up to 19,500 net square feet in each option.
[4] Assumes either (i) 80% of annual interest payments on a Lease Revenue Bond or COP could be reimbursed, or (ii) 80% of gross lease costs are reimbursed. Prorated for DSS-occupied space only. Verify with DSS any limitations on annual reimbursement.
[5] Cumulative costs include debt service payments financed at 4.73% annual interest rate for a 20-year term, operating costs, and/or leasing costs (for Options 5 and 6).
[6] The cost estimate does not include required offsite parking which is to be determined.

Sources: Monterey County; Gruen Gruen + Associates.

Appendix E

Summary of Key Facilities and Proposed Changes in Each Option

SALINAS & PENINSULA: OPTION 1

Summary of Key Facilities: Salinas

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
Alisal Government Center 168 W. Alisal St.	133,000 GSF	• Administrative Office (45) • County Counsel (50) • Auditor-Controller (65) • Public Defender (130) • Assessor-County Clerk-Recorder (65) • Treasurer-Tax Collector (49) • BOS Office (4+Flex) • Clerk of the Board (4)	• Workforce Development Board (35)	• Human Resources (55)
Alisal Government Center 142 W. Alisal St.	74,000 GSF	• District Attorney (180)		
Leased WDB Building ***(lease cancellation)*** 344 Salinas St.	15,000 SF			• Workforce Development Board (35)
DSS Community Services Center 1000 S. Main St.	139,000 SF	• Social Services (490) • Heath (28)		
Schilling Place 1441 Schilling Pl. (North and South)	203,000 GSF	• Civil Rights Office (12) • Elections (17) • Health (9+105) • Child Support Services (82) • Housing and Community Development (100) • Public Works, Facilities and Parks (134)	• Public Works, Facilities and Parks (100) • Human Resources (55)	• Water Resources Agency (47)
Schilling Place 1488 Schilling Pl.	87,000 GSF	• Public Works, Facilities and Parks (19) • Administrative Office (20) • Social Services (20)	• Public Works, Facilities and Parks (13)	
IT Building 1590 Moffett St.		• Information Technology (105)	• Information Technology (7)	
Laurel Yard ***(partially vacated for housing)*** 855 E. Laurel Dr.	49,000 GSF	• Water Resources Agency (8) • Probation (5)	• Water Resources Agency (47)	• Public Works, Facilities and Parks (124) • Information Technology (7)
Public Safety Building 1414 Natividad Rd.	85,000 GSF	• Sheriff-Coroner (210)		
Probation Admin Building 1422 Natividad Rd.	23,000 GSF	• Probation (68)		
Vacant (former Juvenile Center) 1352 Natividad Rd.	6,000 GSF		• District Attorney Family Justice Center	
Emergency Services Building 1322 Natividad Rd.	16,000 GSF	• Emergency Communications (95)		• Emergency Management (25) + EOC
Health Admin Center 1270 Natividad Rd.	48,000 GSF	• Health (333)		
Vacant (former print shop) 1220 Natividad Rd.	3,500 GSF		• Retail Lease	
Location TBD	~15,000 GSF		• Emergency Management (25)+ EOC	

Salinas Downtown

- Public Services
- Justice Partners
- Social Services

Salinas Schilling

- Land Use & Facilities
- Public Services
- Internal Admin

Salinas Natividad

- Public Safety
- Justice Partners
- Health

SALINAS & PENINSULA: OPTION 1

Summary of Key Facilities: Peninsula

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
Monterey Courthouse 1200 Aguajito Rd., Monterey	82,000 GSF	• Sheriff-Coroner (44) • District Attorney (28) • Health (14) • Probation (8) • Public Defender (20) • District 5 (4)	• Public Works, Facilities and Parks (11)		**Monterey** • Justice Partners • Public Safety • Emergency Mgt • Land use & Facilities
Broadway Family Connection Center 1281 Broadway Ave., Seaside	TBD (estimated at 28,000 SF)	• Social Services (117)			**Seaside** • Public & Social services
Location TBD Seaside or Marina	~15,000 SF		• District Attorney Family Justice Center • Public Defender (2)		
MVOA, DSS, AgCom Building 2620 First Ave., Marina	13,000 GSF	• Ag Commissioner (4) • Veteran Affairs (10) • Social Services (15) • District 4 (4)			**Marina** • Public & Social services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SALINAS & PENINSULA: OPTION 2

Summary of Key Facilities: Salinas

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
Alisal Government Center 168 W. Alisal St.	133,000 GSF	• Administrative Office (45) • County Counsel (50) • Auditor-Controller (65) • Assessor-County Clerk-Recorder (65) • Treasurer-Tax Collector (49) • BOS Office (4+Flex) • Clerk of the Board (4)	• Housing and Community Development (100) • Workforce Development Board (35)	• Human Resources (55) • Public Defender (130)	**Salinas Downtown** • Public Services • Justice Partners • Social Services
New Justice Partner Building 168 W. Alisal St.	70,000 GSF		• Public Defender (130)		
Alisal Government Center 142 W. Alisal St.	74,000 GSF	• District Attorney (180)			
Leased WDB Building ***(lease cancellation)*** 344 Salinas St.	15,000 SF			• Workforce Development Board (35)	
DSS Community Services Center 1000 S. Main St.	139,000 SF	• Social Services (490) • Heath (28)			
Schilling Place 1441 Schilling Pl. (North and South)	203,000 GSF	• Civil Rights Office (12) • Elections (17) • Health (9+105) • Child Support Services (82) • Public Works, Facilities and Parks (134)	• Public Works, Facilities and Parks (100) • Human Resources (55) • Emergency Management (25)+ EOC	• Housing and Community Development (100) • Water Resources Agency (47)	**Salinas Schilling** • Land Use & Facilities • Emergency Mgt • Internal Admin
Schilling Place 1488 Schilling Pl.	87,000 GSF	• Public Works, Facilities and Parks (19) • Administrative Office (20) • Social Services (20)	• Public Works, Facilities and Parks (13)		
IT Building 1590 Moffett St.		• Information Technology (105)	• Information Technology (7)		
Laurel Yard ***(partially vacated for housing)*** 855 E. Laurel Dr.	49,000 GSF	• Water Resources Agency (8) • Probation (5)	• Water Resources Agency (47)	• Public Works, Facilities and Parks (124) • Information Technology (7)	**Salinas Natividad** • Public Safety • Justice Partners • Health
Public Safety Building 1414 Natividad Rd.	85,000 GSF	• Sheriff-Coroner (210)			
Probation Admin Building 1422 Natividad Rd.	23,000 GSF	• Probation (68)			
Vacant (former Juvenile Center) 1352 Natividad Rd.	6,000 GSF		• District Attorney Family Justice Center		
Emergency Services Building 1322 Natividad Rd.	16,000 GSF	• Emergency Communications (95)		• Emergency Management (25) + EOC	
Health Admin Center 1270 Natividad Rd.	48,000 GSF	• Health (333)			
Vacant (former print shop) 1220 Natividad Rd.	6,000 GSF		• Public Health Lab		

SALINAS & PENINSULA: OPTION 2

Summary of Key Facilities: Peninsula

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
Monterey Courthouse 1200 Aguajito Rd., Monterey ***(partially vacated for housing)***	24,000 GSF	• Sheriff-Coroner (44) • District 5 (4)		• District Attorney (28) • Health (14) • Probation (8) • Public Defender (20)	**Monterey** • Public Safety • Land use & Facilities
Location TBD (Monterey Yard) Pacific Meadows or Palla Carona			• Public Works, Facilities and Parks (11)		
Former DSS location 1281 Broadway Ave., Seaside	13,000 GSF		• District Attorney Family Justice Center • Public Defender (2)	• Social Services (117)	**Seaside** • Public and Social Services
DSS Family Connection Center ***(leased location)***	TBD (estimated at 26,200 GSF)		• Social Services (117)		
Marina Service Building 2620 First Ave., Marina	38,000 GSF	• Ag Commissioner (4) • Veteran Affairs (10) • Social Services (15) • District 4 (4)	• District Attorney (28) • Health (14) • Probation (8) • Public Defender (20)		**Marina** • Justice Partners • Public & Social services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SOUTH COUNTY: OPTION 1

Summary of Key Facilities: South County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
AgCom Office 522 N. 2nd St. King City	9,500 GSF		• Probation (6) + Education Facilities • Health (Animal Services)	• Ag Commissioner • Public Works, Facilities and Parks
South County Service Center 1011 Broadway Ave. King City	10,500 GSF		• Ag Commissioner (6) • District 3 (4) • Co-working space for PWFP, PD, HCD, DEM	
King City Courthouse 250 Franciscan Ave. King City	12,500 GSF	• District Attorney (6) • Public Defender (4) • Sheriff-Coroner (36)		
Social Services 116, 118 Broadway Ave. King City ***(leased)***	16,000 GSF	• Social Services (76) • Child Support Services (1)		
Social Services 200 Broadway Ave. King City ***(leased)***	13,000 GSF	• Social Services (18) • Health (19) • Library (9)		
Greenfield City Hall 599 El Camino Real Greenfield ***(leased)***	-	• Public Defender (20)		• District 3 (4)

King City
- Justice Partners
- Land use & Facilities
- Social & Health Services

Greenfield
- Justice Services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SOUTH COUNTY: OPTION 2

Summary of Key Facilities: South County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
AgCom Office 522 N. 2nd St. King City	9,500 GSF		• Health (Animal Services)	• Ag Commissioner • Public Works, Facilities and Parks
South County Service Center 1011 Broadway Ave. King City	10,500 GSF		• Ag Commissioner (6) • District 3 (4) • Co-working space for PWFP, PD, HCD, DEM	
Acquired property between 1011 Broadway and King City Courthouse	20,000 GSF		• Probation (6) + Education Facilities • Public Defender	
King City Courthouse 250 Franciscan Ave. King City	12,500 GSF	• District Attorney (6) • Public Defender (4) • Sheriff-Coroner (36)		
Social Services 116, 118 Broadway Ave. King City ***(leased)***	16,000 GSF	• Social Services (76) • Child Support Services (1)		
Social Services 200 Broadway Ave. King City ***(leased)***	13,000 GSF	• Social Services (18) • Health (19) • Library (9)		
Greenfield City Hall 599 El Camino Real Greenfield ***(leased)***	-	• Public Defender (20)		• District 3 (4)

King City
- Justice Partners
- Land use & Facilities
- Social & Health Services

Greenfield
- Justice Services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

NORTH COUNTY: OPTION

Summary of Key Facilities: North County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
Pajaro Mansion 29 Bishop St., Pajaro	9,000 GSF		• Library (4) • Health (TBD) • Co-working space for County departments	
AgCom Office 29 Bishop St., Pajaro	3,000 GSF	• Ag Commissioner (12)		
Library & BOS 11140 - 11160 Speegle St., Castroville	14,000 GSF	• District 2 (4) • Library (7)		
Sheriff Touchdown Office ***(lease to be identified)***			• Sheriff-Coroner (Touchdown)	
AgCom Training Space ***(lease to be identified)***			• Ag Commissioner (Training Room)	

Pajaro
- Land use & Facilities
- Social & Health Services

Castroville
- BOS

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

Appendix F

Office, Retail, and Housing Market Analysis

Office Market Overview

1 **Limited Contemporary Office Space in Salinas**

- Salinas contains a limited amount of contemporary office space.
- Newer and larger options at higher rents are available near the Monterey Airport.

2 **Monterey County Lease Costs**

- The average annual gross lease rate in Monterey County is approximately $27.50 per square foot, generally consistent with rents for buildings identified to have space for lease.

3 **Office Space Availability & Challenges**

- Majority of available spaces are small. Largest available space is slightly above 10,000 SF.
- **Rents for office space are not high enough to amortize the costs of speculatively developed office space.**

Retail Market Overview

1 Retail Inventory & Growth

- Salinas' retail inventory grew modestly by approx. 330,000 SF (5%) since 2006.
- Most growth occurred with the Gateway Center in 2017.

2 Occupancy & Absorption Trends

- Occupancy rates are generally high, ranging from 99% (2017) to 94.6% (2023).
- Net absorption has been modest, with notable positive absorption in 2017 due to the Gateway Center (nearly 314,000 SF).

3 Rents & Development Challenges

- Retail rents have fluctuated, averaging nearly $18/SF in the last two years but remain relatively low.
- **Retail rents will need to be higher than the market average to support new space construction.**

Housing Market Overview

1 Housing Permits & Sales Activity

- Residential building permits increased from 2020-2022 but declined sharply in 2023.
- Home sales transactions in 2024 are projected to decline by 45% from their 2020 peak, with listings remaining very limited.

2 Rental Market Trends

- Salinas has 23,106 renter-occupied units, with 60% in multi-family properties.
- Effective monthly rents increased by 92% since 2010, reaching $1,994 in 2024, while rental vacancy rates dropped to a low of 2.7%.

3 Limited Supply & Rising Costs

- Housing supply has not kept up with demand, leading to significant price increases in both rental and for-sale housing.
- **If land in suitable locations for residential uses were to be become available, housing would be a leading land use candidate.**

Appendix G
Responses to Board Referrals

Board Referral 2023.13

Laurel Yard Master Plan

This referral seeks to analyze the current and proposed uses to determine if Laurel Yard should be relocated to an alternate site to best serve County services and operations. This Facilities Master Plan identifies partial consolidation opportunities at Laurel Yard.

Current Operations	Proposed Options	Considerations
Fleet, Public Works Maintenance, Facilities and Grounds Maintenance	Relocate to 1441 Schilling Pl. and use the adjacent vacant lot for fleet and storage	Vacate PWFP buildings for future housing developments
Water Resources Maintenance	Consolidate all Water Resources Agency operations from 1441 Schilling to Laurel Yard	Laurel Yard is a good location for the Water Resources Agency's operations
IT Radio Shop	Relocate to 1590 Moffett St.	Vacate IT buildings for future housing developments
Probation Silver Star program	Remain on site with building upgrades	No relocation opportunity identified

Board Referral 2023.03

Affordable Senior Housing Project at 855 East Laurel Drive

This referral proposes to use a County-owned, eastern corner vacant lot at 855 East Laurel Drive in Salinas to construct affordable housing units for seniors in partnership with a non-profit developer.

While no immediate County need is identified for this site, several concerns should be considered before moving forward:

- **Development costs**: Affordable senior housing (featuring elevator service) will be more costly than traditional “walk-up” affordable housing units.
- **Limited accessibility**: One-way in and out via Veterans Lane.
- **Concentration of specialized housing**: The area already houses a homeless shelter and affordable housing. Adding senior housing may lead to an overconcentration.
- **Lack of walkability and services**: The site is far from grocery stores and other essential services.
- **Potential future County use**: Nearby Natividad has a strong County presence. Departments like the Sheriff, Health, and Probation have mentioned possible future space needs, such as offices and long-term juvenile housing. These could possibly be met by expanding existing Natividad facilities but pending further study.

Board Referral 2024.12

1220 Natividad Road Alternative Use Analysis

This property is a potential site for commercial use to generate revenue. The options are to dispose the property “as is,” and to develop to suite a leading potential use.

EXISTING SITE

Site Size	70,000 SF (1.67 Acres)
Topography	Rear or sight is sloping
Building Size	3,497 SF
Former Use	Print Shop
Nearby Commercial	31,000 SF Strip Mall
Zoning	Public / semi-public use

LEADING FUTURE DEVELOPMENT

Building Size	6,000 SF
Floor Area Ratio	0.08
Parking Spaces	120
Leading Future Use	Quick service casual restaurants and gas stations/convenience stores; drive through facilities
Example Businesses	Dutch Bros, Starbucks, Qdoba, Wendy’s, Chipotle, McDonald’s

Estimated Revenue & Costs

$6,162,600
Stabilized Property Value

—

$3,601,600
Potential Development Costs

$2,561,000
Estimated Revenue Generation if the Property is Sold

OR

$192,000 to $205,000
Estimated Annual Ground Rent if the Property is Ground Lease

Board Referral 2024.18

970 Circle Drive Alternative Use Analysis

As part of the study for Juvenile Hall Build Out, this referral requests a review of options for Youth Center repurposing at a future date.

Key considerations include:

- **Limited market demand** or financially feasible options for retail, office, or other market-rate land uses at the site
- This property could be contributed for farmworkers housing or other types of **affordable housing**; however, affordable housing development is unlikely to support payment for County-owned property. Any affordable housing project at Laurel Yard would likely require:
    - County land dedication
    - Local incentives (e.g., impact fee waivers)
    - Other County funds, such contributions to site preparation/demolition
- County funds required to develop **middle- or moderate-income "workforce housing"** could be more substantial. These projects are not typically eligible for federal Low Income Housing Tax Credits (the primary source of financing for affordable housing developments in California).

County of Monterey

Facilities Master Plan Development

Board of Supervisors Meeting
Facilities Master Plan
Key Findings and Development Options
January 13, 2026

Board Report Recommendations

- Receive an update presentation on development of the draft 2025 Countywide Facilities Master Plan
- Receive a presentation on 20-year departmental space need projections and development options
- Provide direction to staff on space development options to be incorporated into the final draft Facilities Master Plan

Meet the Project Team

Gensler team is joined by our partners, **Gruen Gruen + Associates** (Economic Analysis) and **KPJ Consulting** (Cost Estimating). Our teams have collaborated on public sector strategic and facilities master plans throughout California and the Southwest region for nearly 20 years. Selected experience on California facilities master plans includes:

- County of Napa Facilities Master Plan (2024)
- County of Santa Barbara Calle Real Master Plan (2022)
- County of Contra Costa Facility Master Plan (2021)
- County of Santa Cruz Long-range Facilities Master Plan (2019)
- County of San Luis Obispo Facilities Master Plan (2018)
- County of Sonoma County Comprehensive Facilities Plan (2012)

COUNTY PROJECT LEAD: Public Works, Facilities and Parks (PWFP)

STEERING COMMITTEE:
County Administrative Office (CAO)
Housing & Community Development (HCD)
Human Resources (HR)
Information Technology (IT)
Public Works, Facilities and Parks (PWFP)

LEAD CONSULTANT TEAM - Gensler

KEVIN ROSENSTEIN
Principal-in-charge

PAUL NATZKE
Project Director

LINDSEY SALAZAR
Strategist

XIUWEN QI
Strategist

SUB-CONSULTANT TEAM

AARON GRUEN
GG+A
Principal

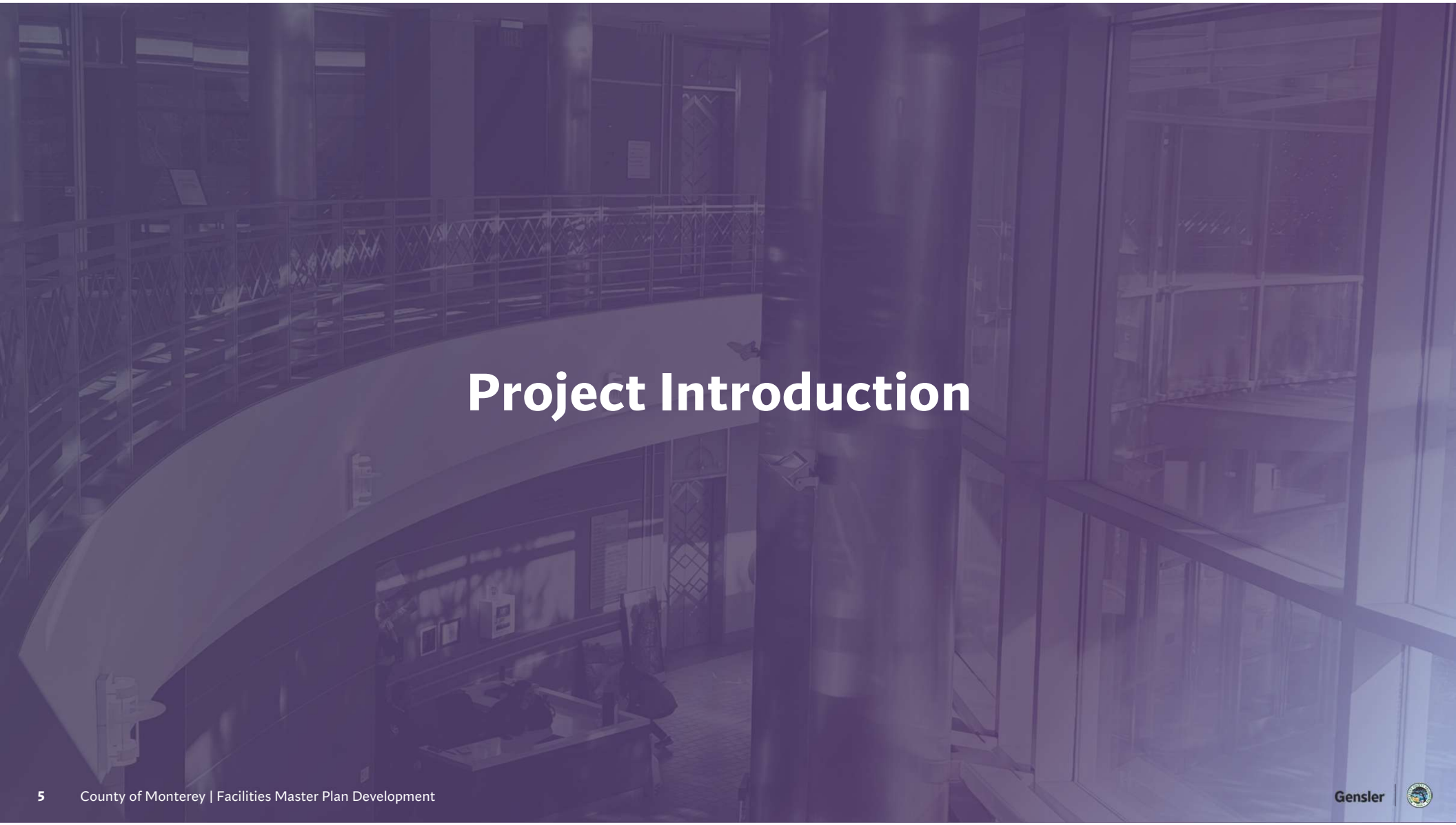
DEBRA JEANS
GG+A
Principal

ANDREW RATCHFORD
GG+A
Senior Economist

PHILIP MATHUR
KPJ Consulting
Principal

What We'll Cover Today

1.	**Project Introduction**	Project Methodology / Goals of the Meeting
2.	**Facilities Master Plan Overview**	Facilities in Scope / Guiding Principles
3.	**Key Findings**	What was Learned
4.	**Planning Options**	Salinas and Peninsula / South County / North County
5.	**Financial Analysis**	Occupancy Costs / Opportunistic Acquisitions
6.	**Next Steps**	



Project Introduction

Project Methodology

Oct – Dec 2024	Jan – Mar 2025	Mar – Dec 2025	Jan – Feb 2026
Data Collection	**Analysis + Findings**	**Options Development**	**Final Master Plan**
Activities			
800+ Workplace Experience Surveys collected	Staffing Projections	Develop Alternative Solutions	Implementation Roadmap
27 Departments surveyed and interviewed	Demand & Supply Gap Analysis	Adaptive Reuse & Disposition Analysis	Final Facilities Master Plan
5 Board of Supervisor interviews (one-on-one)	Real Estate Market Assessment	Occupancy Cost Analysis	
Milestones			
1 Steering Committee Visioning Workshop	**1** Steering Committee Key Findings Meeting	**2** Steering Committee Options Workshop	Department Leader Presentation
		2 Capital Improvement Committee Meeting	
		1 Board of Supervisors Meeting	

Goals of the Meeting

- **Share key findings** from department engagements and facilities studies
- **Present planning options** for four County regions
- **Gather feedback** to clarify priorities and discuss additional considerations
- **Work towards a preferred path forward** to guide the implementation plan

Facilities Master Plan Overview

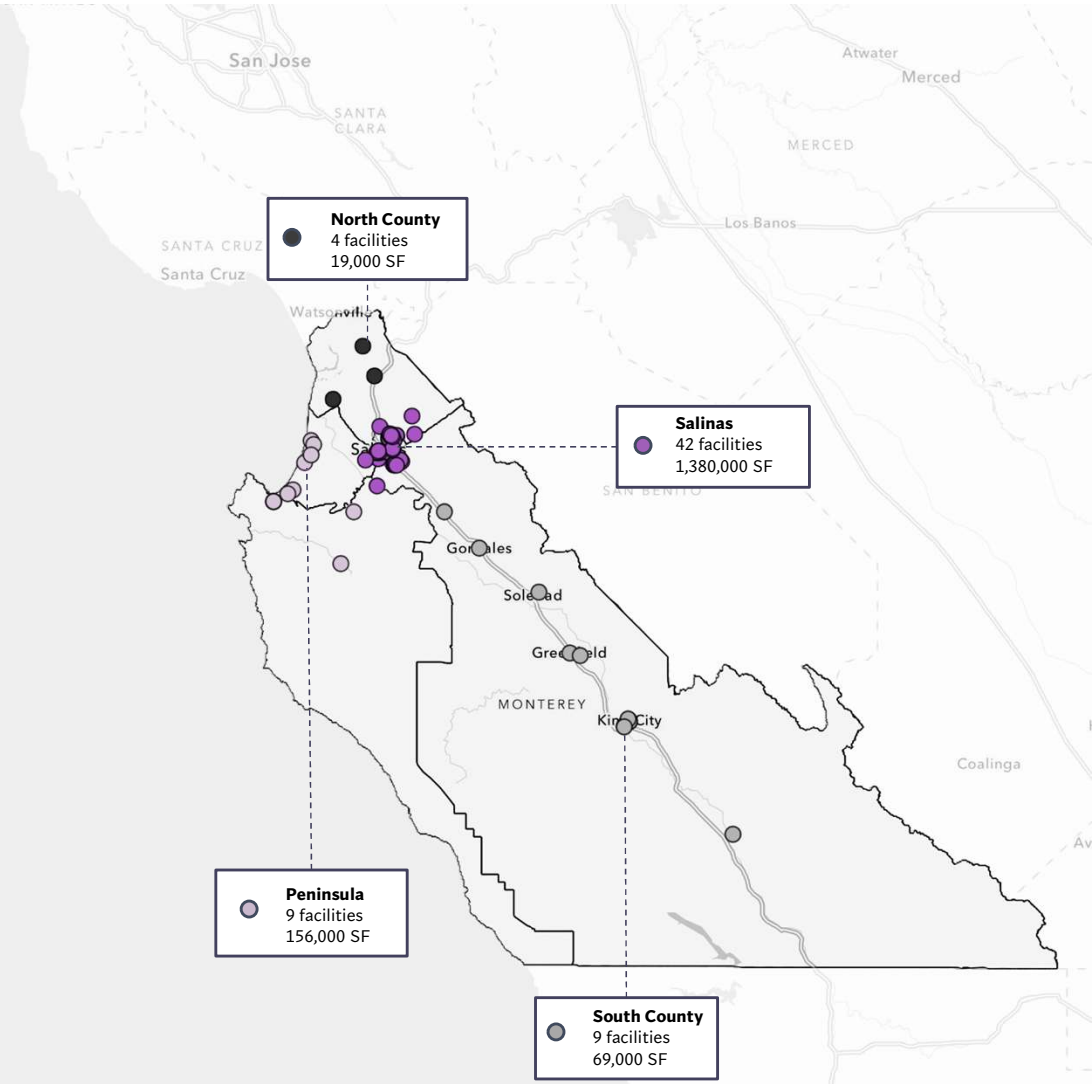
Facilities Master Plan Scope

The scope of the County of Monterey Facilities Master Plan (FMP) includes a large portion of the County's owned and leased portfolio, totaling 64 facilities and approximately 1,624,000 SF.

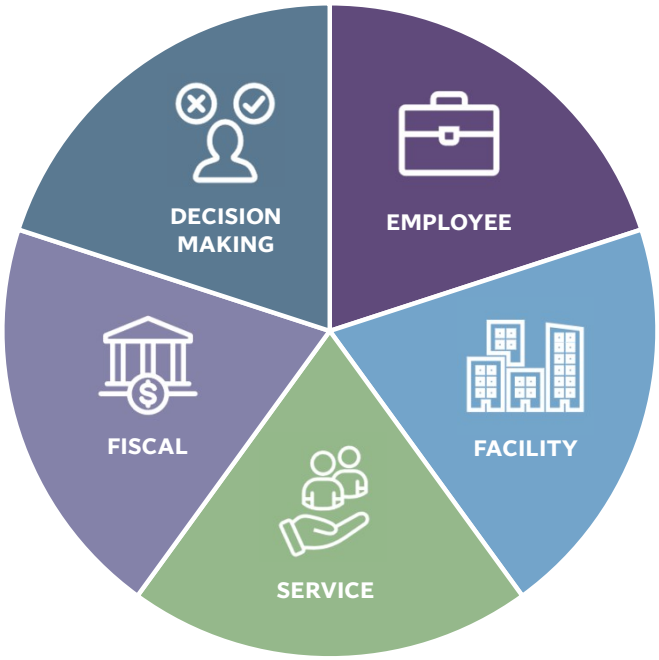
Excluded from the FMP

These facilities are either already addressed in studies or require independent analysis.

- **Natividad Medical Center and associated facilities**
- **Jail and detention facilities**
- **Parks and recreation facilities**
- **Libraries**
- **Special use sites:** communication sites, former Fort Ord Bunkers, medical and student housing, water facilities (dams, plants, reservoirs), habitat parcels, and historic structures



Guiding Principles



Effective Decision Making

Enable County to make timely, informed property decisions that align with long-term goals

Fiscal Responsibility

Prioritize long term financial sustainability and return on investment within County real-estate portfolio

Enhanced Employee Experience

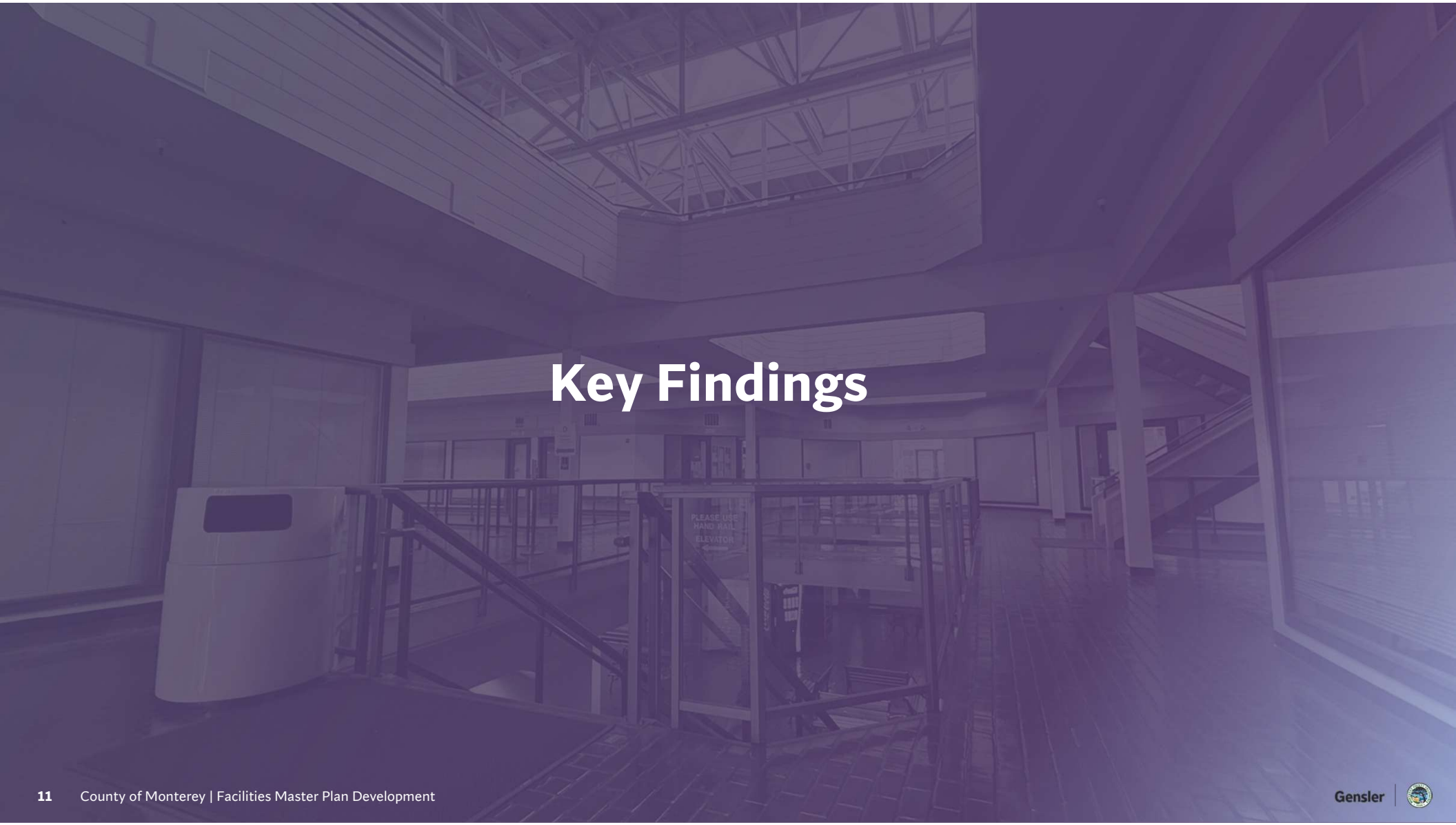
Create a positive experience that drives recruitment, retention, and employee satisfaction. Listen to the employees for their priorities

Equitable Service Delivery and Access

Increase service access for all residents and maximize the effectiveness of County and partner adjacencies

Highest and Best Use of Facilities

Determine the effective use of existing facilities and explore development opportunities for facilities, including housing



Key Findings

Key Findings

01 **Growth is expected, particularly in Health, Social Services, Public Safety, and Justice functions.**

02 **Current space utilization aligns with typical government benchmarks but could be more efficient.**

03 **Many departments are leveraging telework but are not yet fully aligned on seat sharing.**

04 **Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.**

05 **County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.**

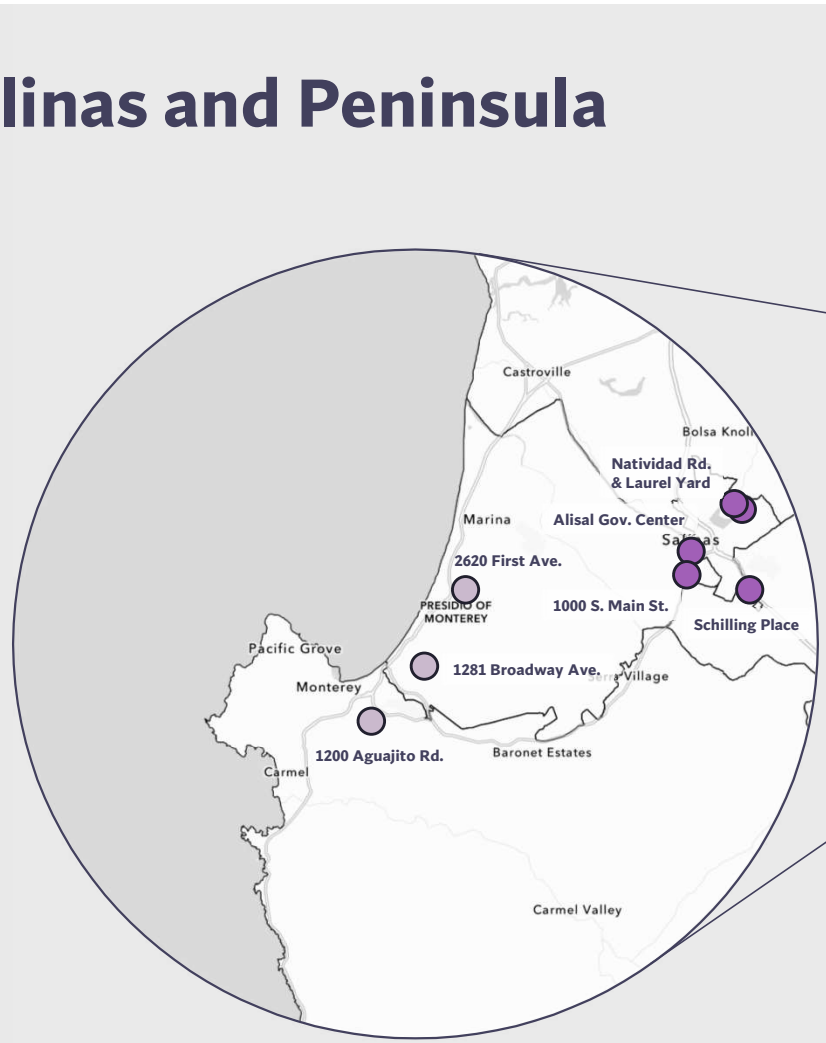
06 **Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.**

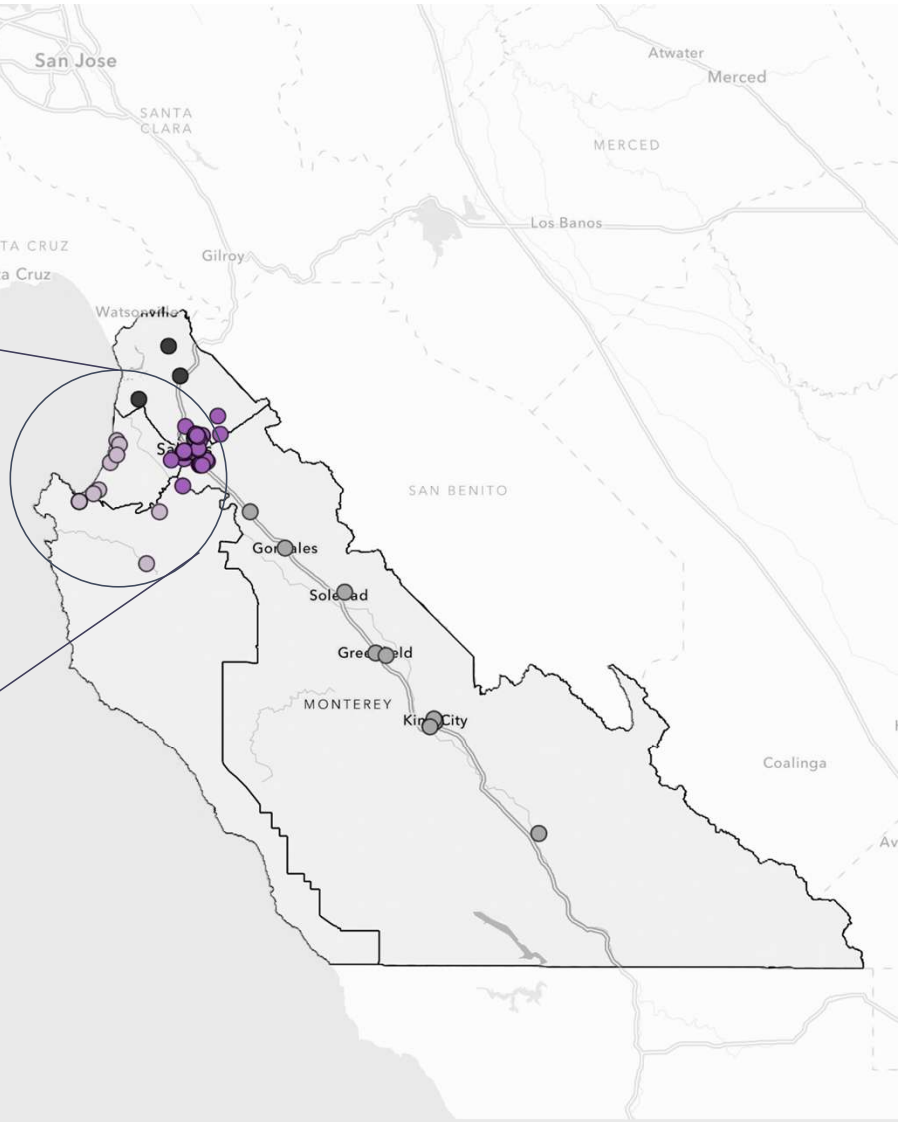
07 **Service gaps remain in South and North County; several departments are interested in expanding their presence.**

08 **To support housing development, potential properties were identified for highest and best use analysis.**

Planning Options

Salinas and Peninsula





** Dots on the zoomed in map show key facilities only*

Salinas and Peninsula | Key Facilities

Alisal Gov. Center, Salinas

Schilling Place, Salinas

Laurel Yard, Salinas

1000 S. Main St., Salinas

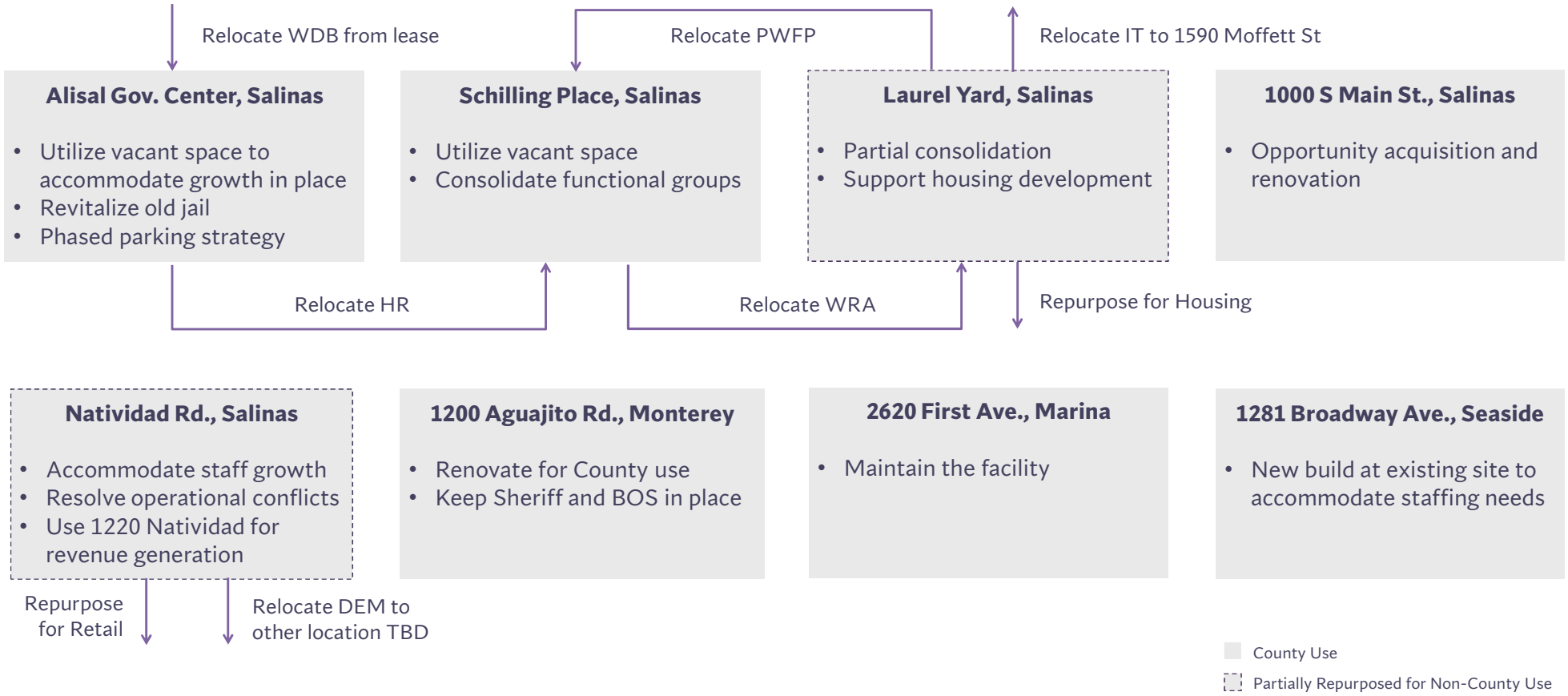
Natividad Rd., Salinas

1200 Aguajito Rd., Monterey

2620 First Ave., Marina

1281 Broadway Ave., Seaside

Salinas and Peninsula | Option 1 Invest in Existing Campuses



* [*Not Shown Here*] Identify a leased or purchased location in Seaside or Marina for DA's Family Justice Center

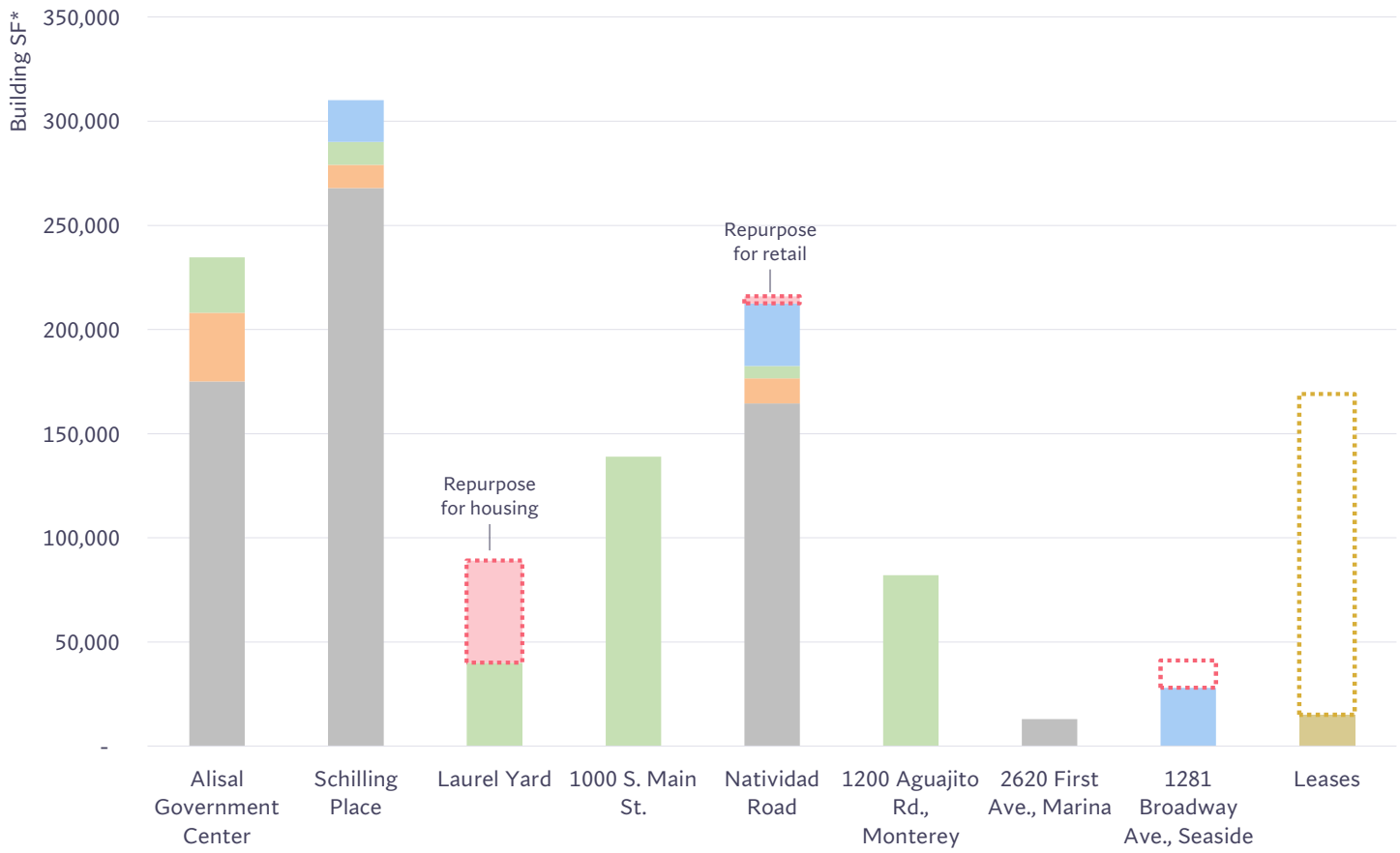
Salinas and Peninsula | Option 1 Invest in Existing Campuses

This option **prioritizes growth within current facilities through condition upgrades and efficiency improvements**. It requires limited new construction and only modest repurposing of County properties for housing.

ACTIONS

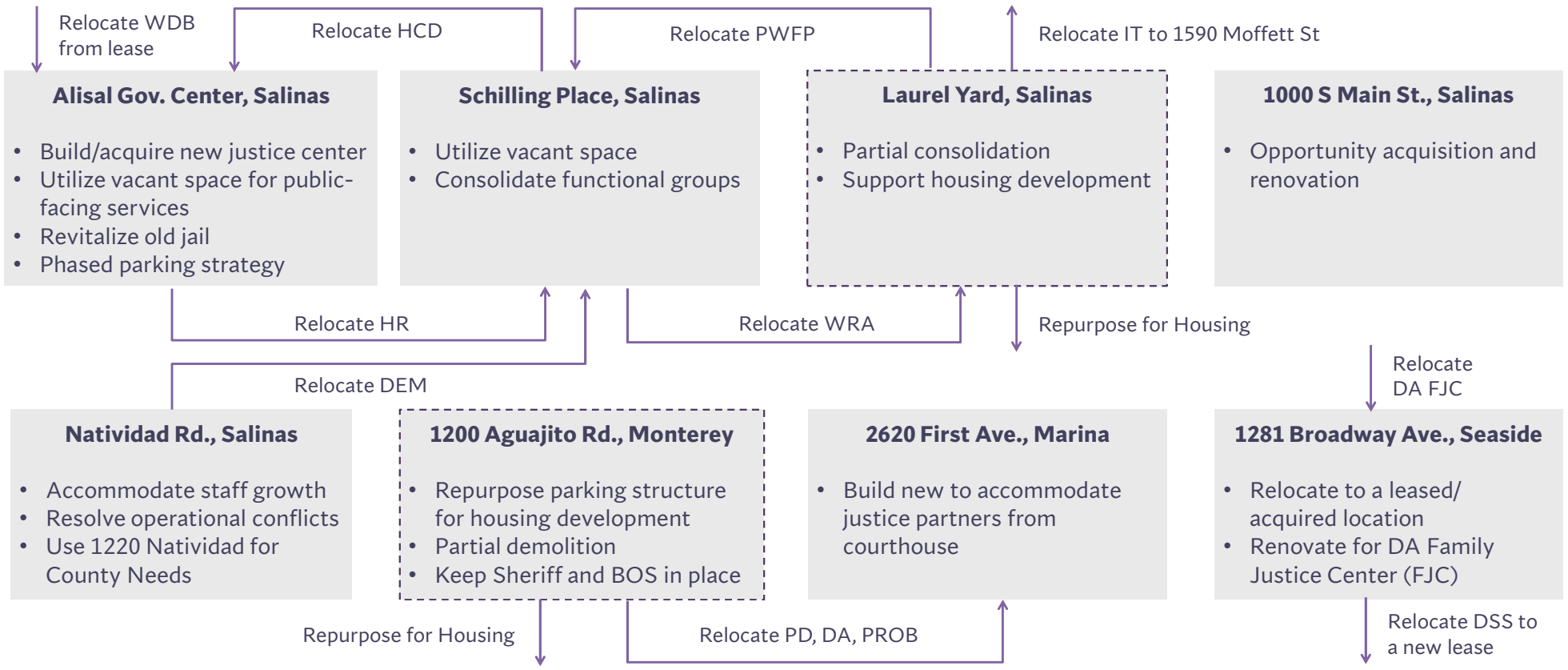
- Maintain (**58%**)
- Refresh (**5%**)
- Gut Renovation (**28%**)
- New Build (**7%**)
- Lease (**1%**)

- Demolition
- Demolition and Repurposing
- Lease Cancelation



** Building SF excludes parking structure*

Salinas and Peninsula | Option 2 Optimize Service Alignment



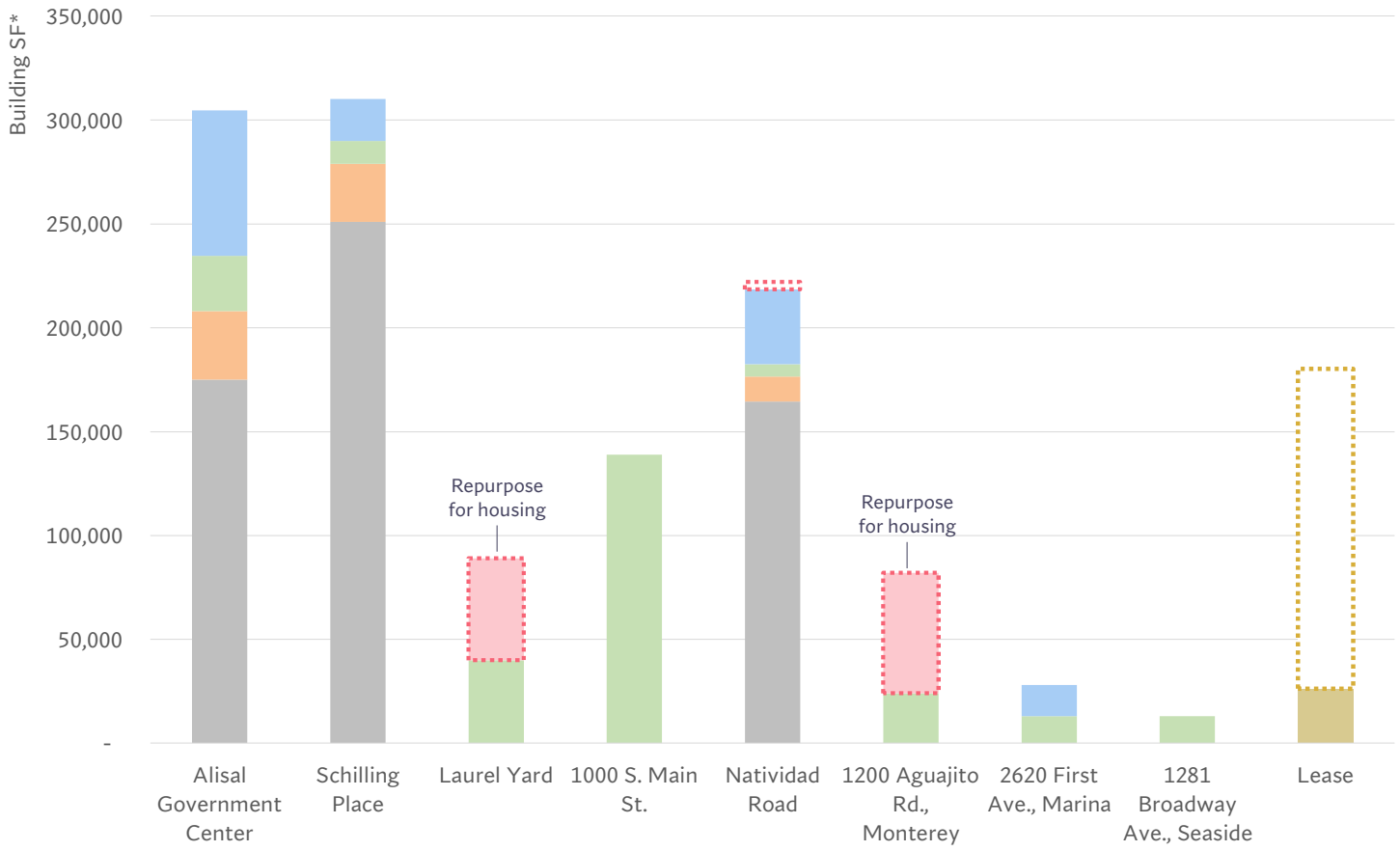
Salinas and Peninsula | Option 2 Optimize Service Alignment

This option **supports growth and organizes adjacencies primarily by service groups**. It includes targeted new construction to consolidate services and maximizes opportunities to repurpose County properties for housing.

ACTIONS

- Maintain (**54%**)
- Refresh (**7%**)
- Gut Renovation (**25%**)
- New Build (**13%**)
- Lease (**2%**)

- Demolition
- Demolition and Repurposing
- Lease Cancelation



** Building SF excludes parking structure*

Alisal Gov. Center, Salinas

New Build | Renovation | Refresh | Lease Cancellation | ☆ CIC Preferred Option

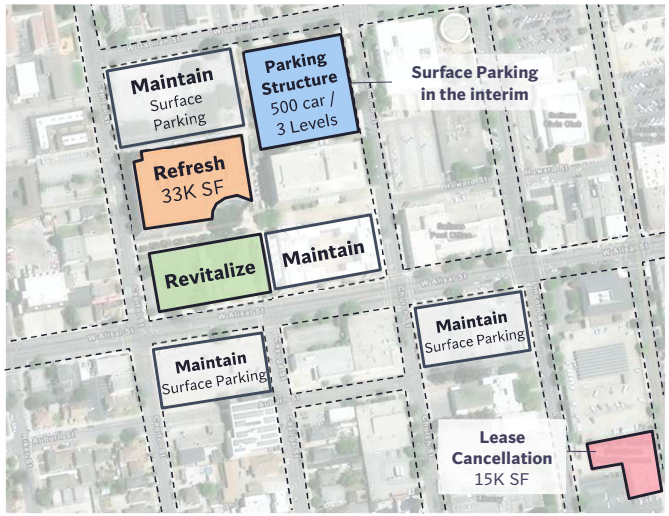
Existing

- Mix of public-facing and internal departments, creating privacy challenges
- Underused second floor
- Significant staff growth, especially in the Public Defender's Office
- Ongoing parking shortages
- Vacant historic building on site
- Vacant parcel along Gabilan St.

	Building Area	Staff
Existing (2024)	234,700 GSF	537 FTEs
Option 1 (2044)	234,700 GSF	627 FTEs
Option 2 (2044)	304,700 GSF	753 FTEs

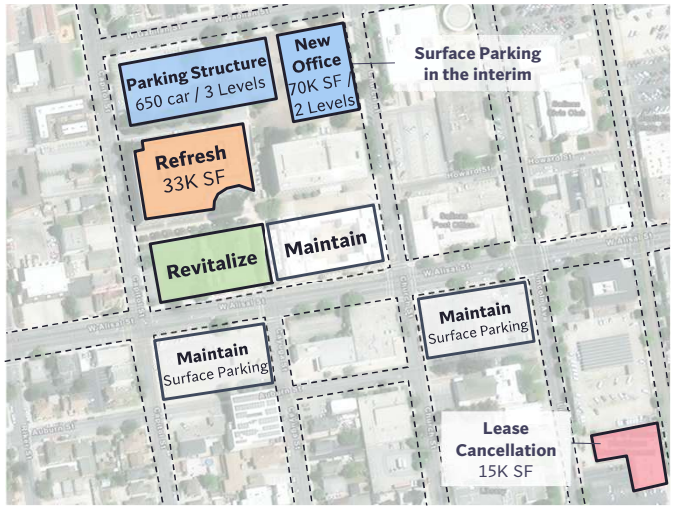
Option 1 ☆

- **Renovate vacant office space to accommodate growth in place**
- Relocate HR to Schilling
- Relocate BOS District 1's main office
- Revitalize old County jail
- Implement phased parking strategy



Option 2

- **Renovate vacant office space and consolidate public-facing services**
- **Build** (or acquire) **a new Justice Center**
- Relocate HR to Schilling
- Relocate BOS District 1's main office
- Revitalize old County jail
- Implement phased parking strategy



1000 S. Main St., Salinas

Renovation

Existing

- Leased facility
- Public-accessible location
- Inefficient layout: excessive circulation space, limited customer-facing areas
- Significant deferred maintenance
- ADA upgrades needed

Option 1

- Acquire the Life Foundation Building to secure long-term access to this location
- Renovate to modernize the facility and resolve deferred maintenance

Option 2

- Same as Option 1

	Building Area	Staff
Existing (2024)	139,000 GSF	427 FTEs
Option 1 (2044)	139,000 GSF	518 FTEs
Option 2 (2044)	139,000 GSF	518 FTEs

Laurel Yard, Salinas

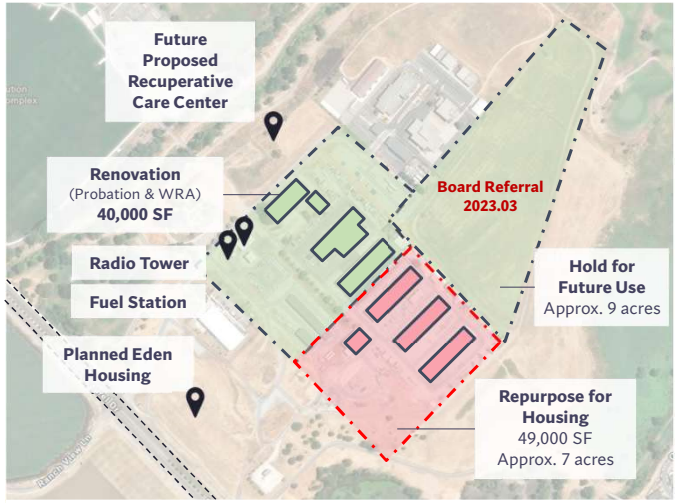
Renovation Demolition

Existing

- On-site departments: Facilities, Fleet, IT storage, Water Resources, and Probation Silver Star Program
- Aging facilities with deferred maintenance
- Planned housing developments nearby

Option 1

- Relocate PWFP and IT to free part of the site for housing development
- Renovate north buildings for the Probation Silver Star Program, WRA, and library archive storage
- Provide secure vehicle storage for DA
- Reserve the rear vacant site for future County use



Option 2

- Same as Option 1

	Building Area	Staff
Existing (2024)	89,000 GSF	110 FTEs
Option 1 (2044)	40,000 GSF	81 FTEs
Option 2 (2044)	40,000 GSF	81 FTEs

Schilling Place, Salinas

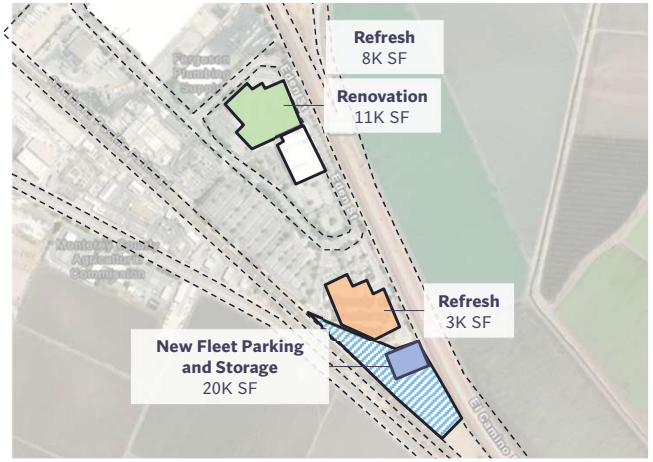
New Build | Renovation | Refresh | New Fleet Parking/ Storage | CIC Preferred Option

Existing

- Underutilized vacant space
- Inconsistent space standards
- Vacant lot near the billboard
- Limited public transit access
- Single-point entry/exit at Schilling Place continues to pose access challenges

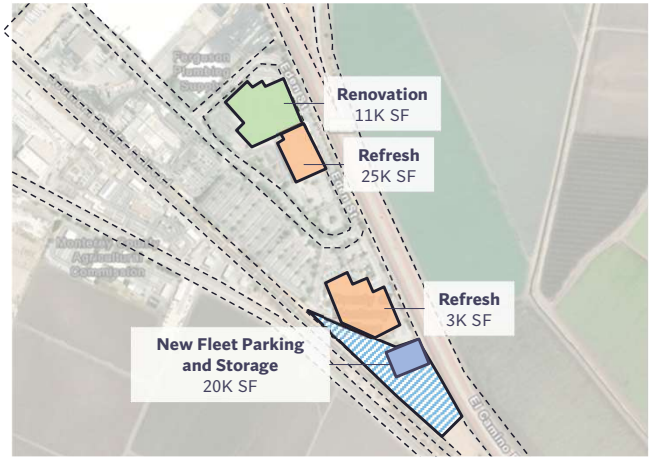
Option 1 ☆

- Renovate vacant space to accommodate PWFP (from Laurel Yard) and HR (from 168 W. Alisal), and expand Elections space
- Consolidate WRA at Laurel Yard
- Repurpose the vacant Schilling lot for fleet and add new storage warehouse



Option 2

- **Relocate HCD to Alisal Gov. Center**
- Renovate vacant space to accommodate **DEM (from Natividad)**, PWFP (from Laurel Yard) and HR (from 168 W. Alisal), and expand Elections space
- Consolidate WRA at Laurel Yard
- Repurpose the vacant Schilling lot for fleet and add new storage warehouse



	Building Area	Staff
Existing (2024)	290,000 GSF	453 FTEs
Option 1 (2044)	310,000 GSF	698 FTEs
Option 2 (2044)	310,000 GSF	678 FTEs

Natividad Rd., Salinas

New Build | Renovation | Refresh | Demolition and Repurpose | New Surface Parking

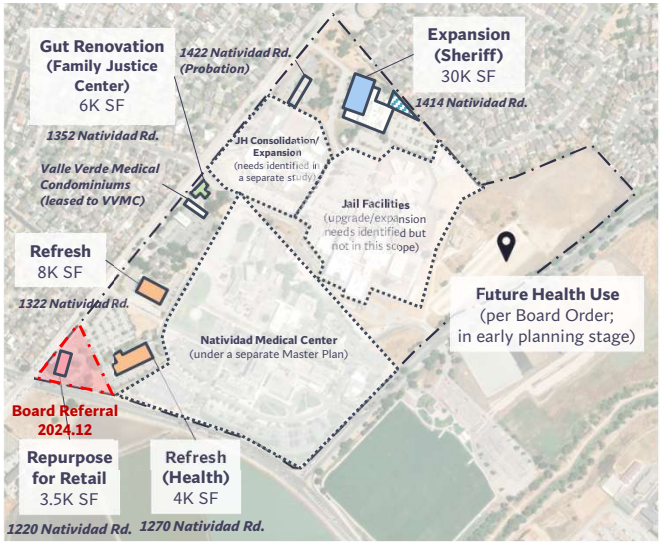
Existing

- Central campus for health and justice functions
- Board referral 2024.12 on alternative uses for 1220 Natividad Rd.
- Space constraints for the Sheriff-Coroner
- Operational model conflicts between Emergency Management and Emergency Communications, though they currently co-locate

	Building Area	Staff
Existing (2024)	**186,000 GSF**	**575 FTEs**
Option 1 (2044)	**212,500 GSF**	**735 FTEs**
Option 2 (2044)	**218,500 GSF**	**735 FTEs**

Option 1

- **Lease 1220 Natividad** for commercial use to support the Housing Trust Fund ($192K–$205K annual ground rent)
- **Relocate DEM to other location TBD**
- Expand the Sheriff-Coroner building
- Renovate 1352 Natividad Rd. for the DA Family Justice Center



Option 2

- **Retain 1220 Natividad for Health services** (5–10 years funding timeline)
- **Relocate DEM to Schilling Pl. in Salinas**
- Expand the Sheriff-Coroner building
- Renovate 1352 Natividad Rd. for the DA Family Justice Center

1200 Aguajito Rd., Monterey

New Build | Renovation | Refresh | Demolition and Repurpose | New Surface Parking | CIC Preferred Option

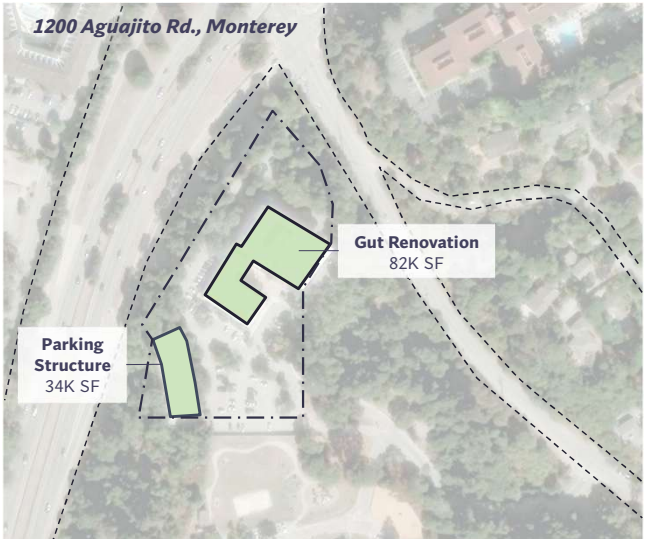
Existing

- Court moving to the new Fort Ord Courthouse
- Prime site suitable for future housing development
- BOS District 5 and Sheriff coastal team need to remain in Monterey
- Justice partners benefit from proximity to the Court

	Building Area	Staff
Existing (2024)	95,000 GSF	104 FTEs
Option 1 (2044)	95,000 GSF	176 FTEs
Option 2 (2044)	52,000 GSF	151 FTEs

Option 1

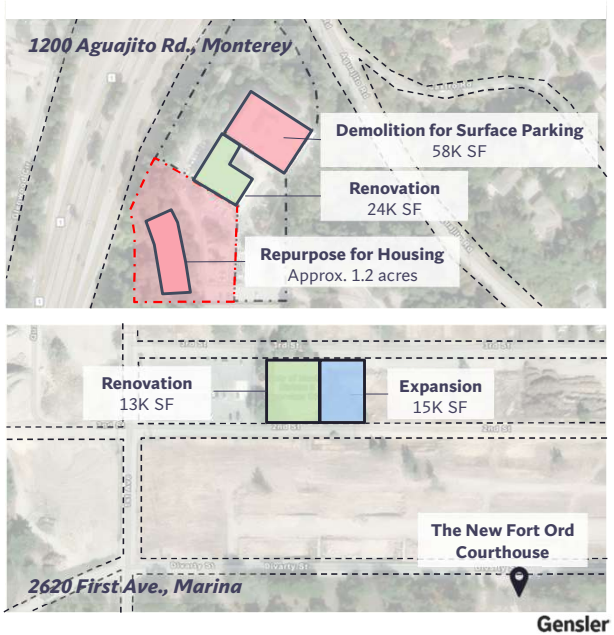
- **Repurpose courtrooms into office space after Court relocates**
- Allow departments to grow in place
- Provide space for other County functions, e.g., PWFP road crew



- *Cost of renovation **$53M** vs. Partial demolition, renovation, and build new **$45M***

Option 2

- **Demolish the parking structure and reparcel the site for housing**
- Demolish the north courthouse wing and convert to surface parking
- Expand 2620 First Ave. to relocate justice partners from 1200 Aguajito Rd.



1281 Broadway Ave., Seaside

New Build | Renovation | Refresh | Demolition and Repurpose

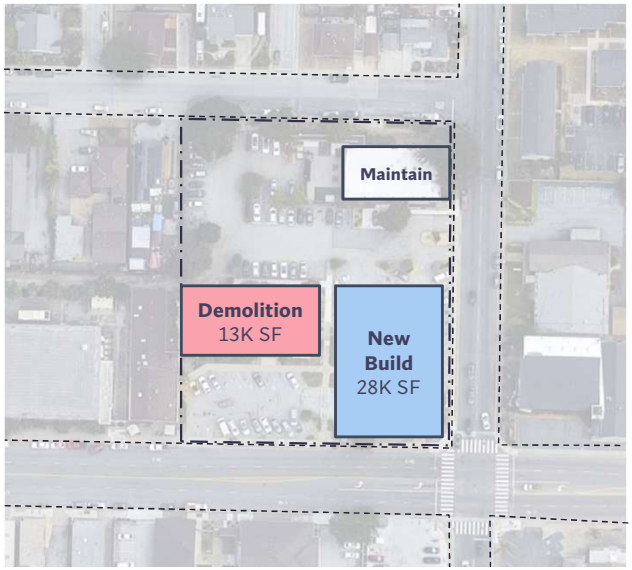
This property is being evaluated under a separate study.

Two options are included in the FMP's Occupancy Cost model.

	Building Area	Staff
Existing (2024)	13,000 GSF	62 FTEs
Option 1 (2044)	28,000 GSF	117 FTEs
Option 2 (2044)	26,200 GSF	117 FTEs

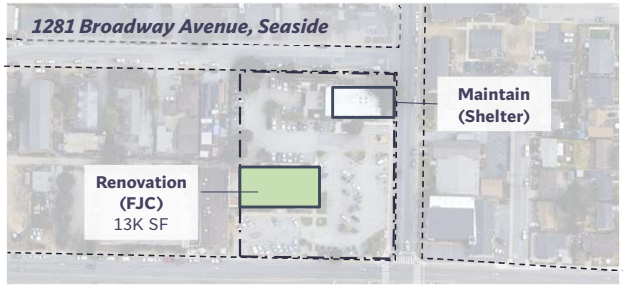
Option 1

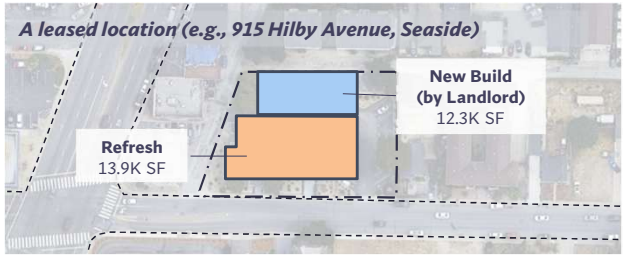
- **Renovate, expand, or rebuild the existing facility** (a minimum of 28,000 SF) to support DSS functions



Option 2

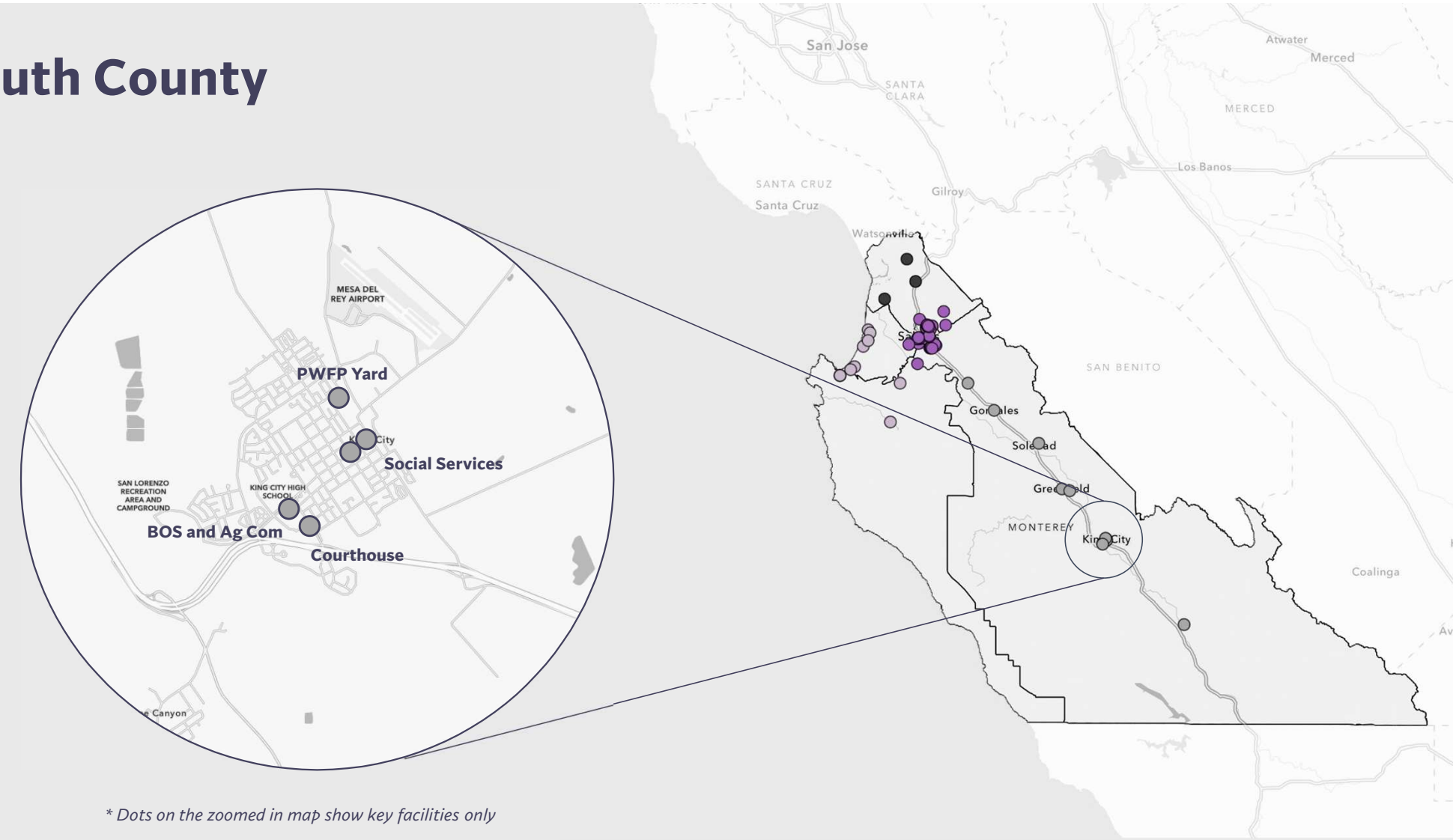
- **Lease a new facility** for DSS, with moderate tenant improvements or expansion as needed
- Repurpose 1281 Broadway for other County uses





This diagrams are for illustration only, options varies

South County



** Dots on the zoomed in map show key facilities only*

South County | Key Facilities

1011 Broadway Ave. &
250 Franciscan Wy., King City

522 N. 2nd St., King City

116, 118, 200 Broadway St., King City
(Leased)

** [**Not shown here**] To support resiliency center development in South County, County has acquired the vacant lot near San Lucas Library and is pursuing acquisition of additional lot and the leased San Ardo Library. Bradley Library is close to begin construction and has vision to also serve as resiliency hub.*

South County | Option 1 Grow Within Current Footprint

Relocate AgCom and PWFP

1011 Broadway Ave. & 250 Franciscan Wy., King City

- End retail leases and renovate for County use
- BOS District 3 remains after relocating from Greenfield
- Modernize courthouse and workspace

522 N. 2nd St., King City

- Build new for Probation training center and Animal Services if site impediments could be addressed

New Probation & Animal Services Functions

116, 118, 200 Broadway St., King City

- Maintain leases and grow in place
- Use mobile offices to extend service access

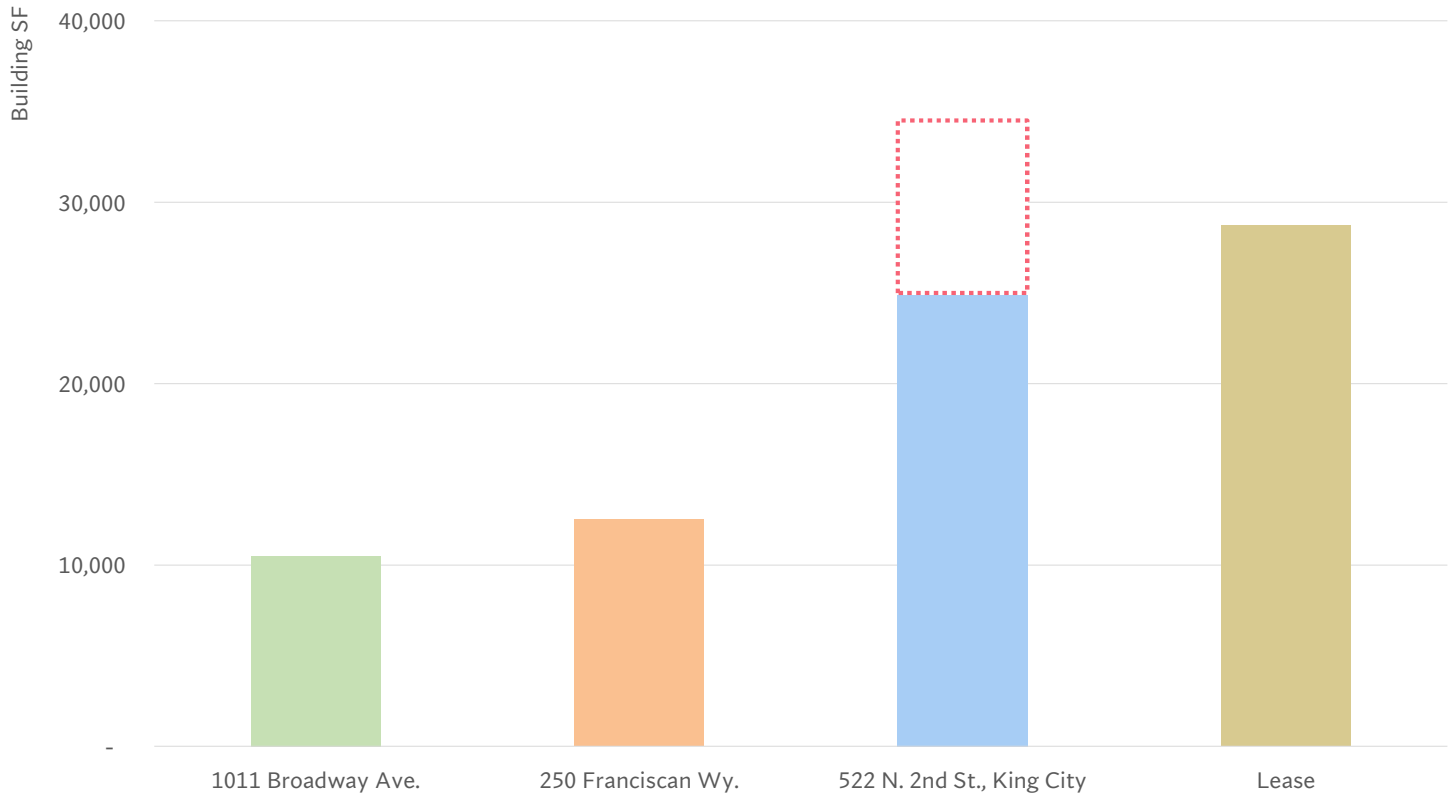
County Use

South County | Option 1 Grow Within Current Footprint

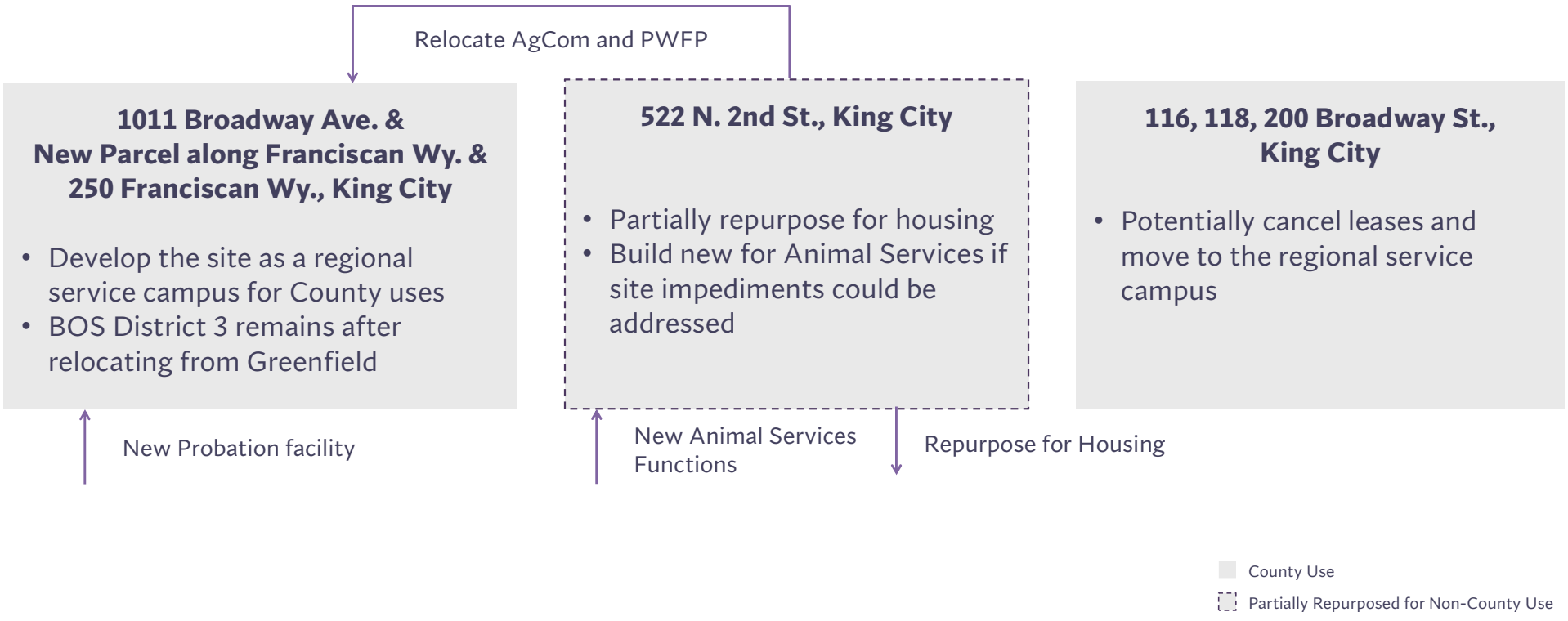
This option **invests in existing County-owned parcels to expand services in South County**. It includes some new construction for added services and does not require acquiring property.

ACTIONS

- Refresh (**16%**)
- Gut Renovation (**14%**)
- New Build (**33%**)
- Leases (**37%**)
- Demolition

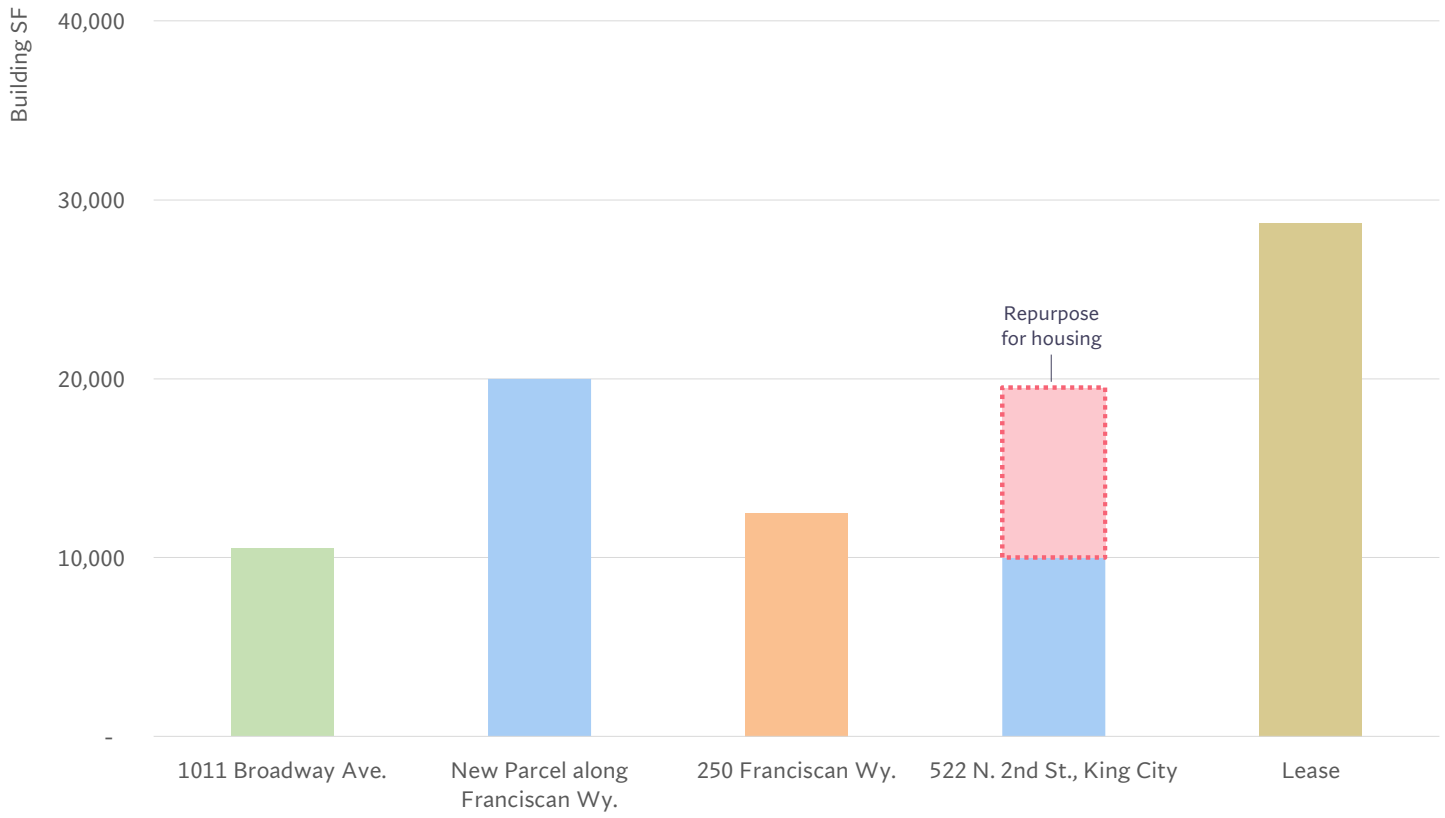


South County | Option 2 Develop Regional Service Campus



South County | Option 2 Develop Regional Service Campus

This option **connects nearby properties to create a County campus in King City** and requires acquiring an additional parcel.



ACTIONS

- Refresh (**15%**)
- Gut Renovation (**13%**)
- New Build (**37%**)
- Leases (**35%**)
- Demolition and Repurposing

1011 Broadway Ave. and 250 Franciscan Wy., King City

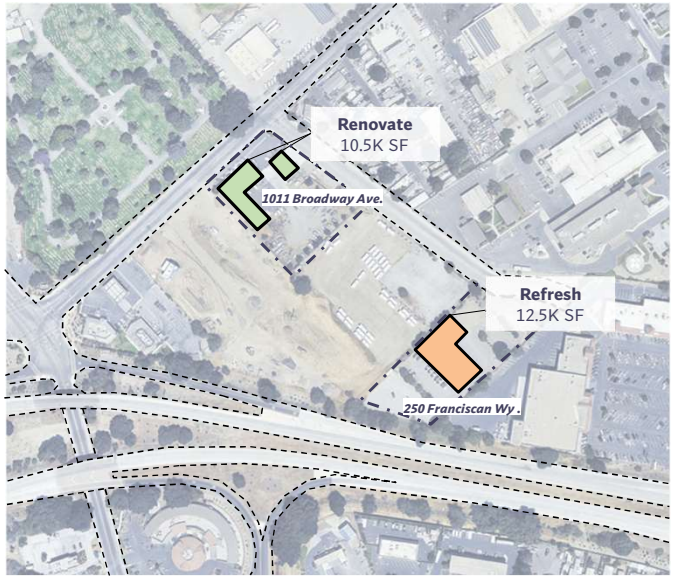
New Build | Renovation | Refresh | ☆ CIC Preferred Option

Existing

- Currently leased to retail tenants
- BOS District 3 office has moved
- AgCom plans to relocate staff and equipment
- Departments interested in expanding South County presence

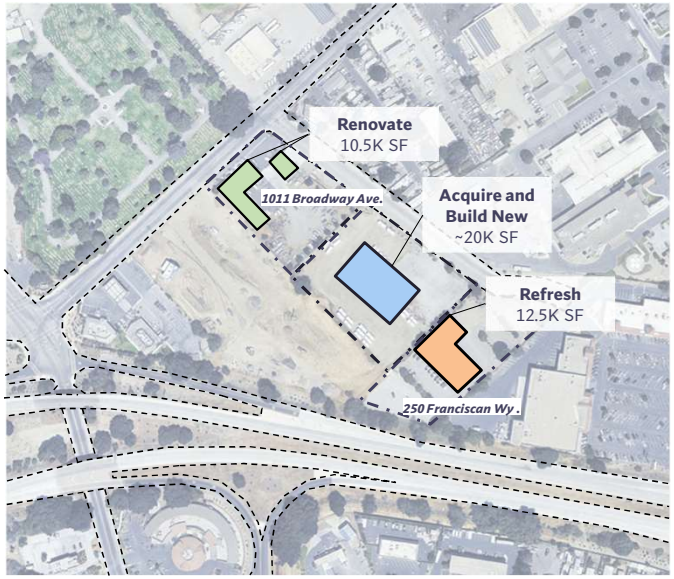
Option 1

- Renovate tool shop and church buildings for AgCom office and storage
- Use south open space for PWFP storage and staging
- Provide co-working space



Option 2 ☆

- Develop a regional County campus by connecting 1011 Broadway and the King City Courthouse to centralize services
- Build new Probation training facilities and potentially consolidate leases



	Building Area	Staff
Existing (2024)	23,000 GSF	27 FTEs
Option 1 (2044)	23,000 GSF	56+ FTEs
Option 2 (2044)	43,000 GSF	66+ FTEs

522 N. 2nd St., King City

New Build | Demolish and Repurpose | CIC Preferred Option

Existing

- AgCom and PWFP are vacating the site

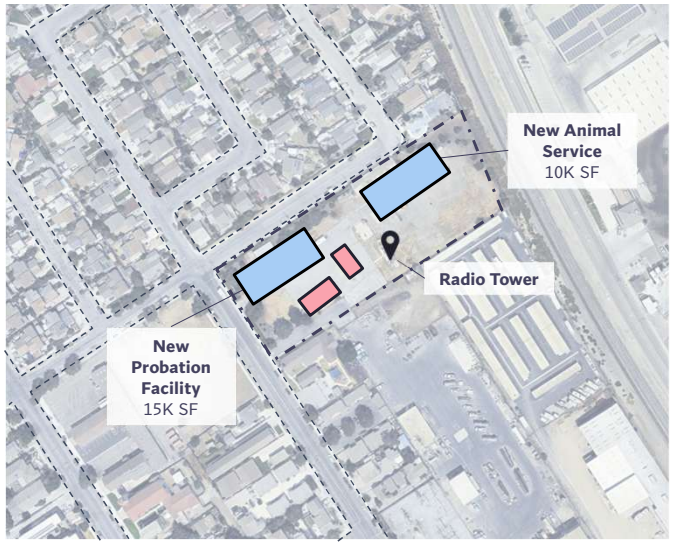
Option 1

- **Retain** this property to accommodate Probation education facility and animal services needs
- Address existing site impediments, including environmental remediation, relocation of the cell tower, and its proximity to a residential neighborhood

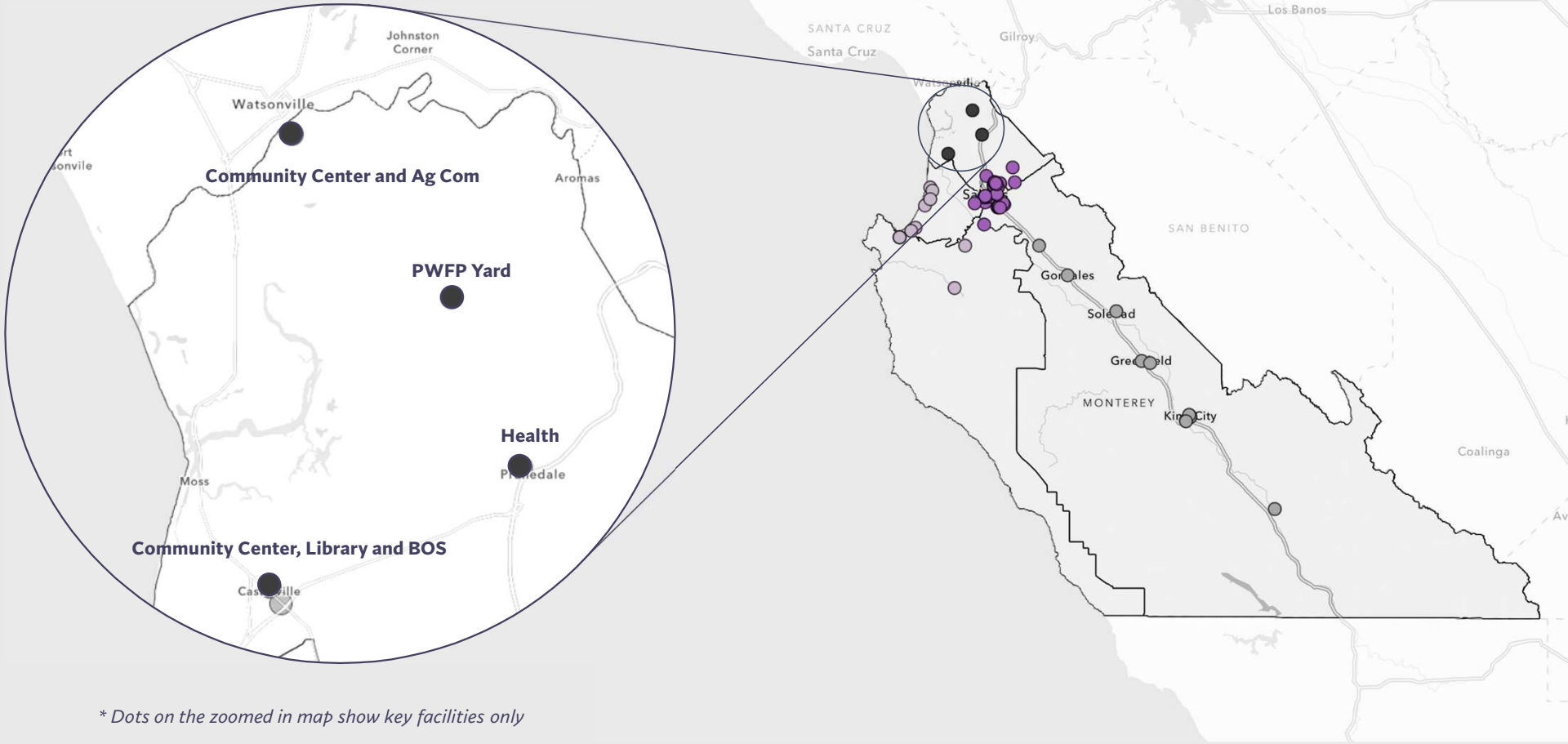
Option 2 ☆

- **Partially repurpose the site for affordable housing**. City of King has expressed interest.

	Building Area	Staff
Existing (2024)	9,500 GSF	3 FTEs
Option 1 (2044)	25,000 GSF	TBD (10+ FTEs)
Option 2 (2044)	10,000 GSF	TBD



North County



** Dots on the zoomed in map show key facilities only*

North County | Maintain Current Footprint and Support Mobile Access

Existing

- **No new construction** needed in North County
- Existing properties **meet current needs**
- Provide **drop-in workspace** for departments
- Health and Social Services covered by **mobile offices and clinics**

Key Actions

- Use the **renovated Pajaro Mansion** (29 Bishop St.) for drop-in workspace and community meeting rooms
- Identify **satellite or overflow parking options** near 29 Bishop St. to support expanded use and mobile operations
- Identify **a large training room** (50–80 seats) for the Agricultural Commissioner
- Lease **a small office with conference space** for the Sheriff-Coroner

29 A & B Bishop Street, Pajaro

	Building Area	Staff
Existing (2024)	**13,000 GSF**	**9 FTEs**
Future (2044)	**13,000 GSF**	**16+ FTEs**

CIC Recommendations Summary

Alisal Government Center

- Prefer to keep Public Defender in place vs. move to a new location.
- Create a new office for District 1 in East Salinas, keep touchdown space in Government Center.
- Adopt a phased parking strategy to add space over time.

Laurel Yard

- Support partial consolidation and redevelopment for affordable housing if accessibility can be improved.

Schilling Place

- Department of Emergency Management should remain in Salinas, but look for location near Schilling vs moving to Schilling Campus.

1220 Natividad (Old Print Shop, Vacant)

- Support short-term (5 years or less) revenue generating uses, but support County use as long-term option.
- Health Department is developing a feasibility study for reuse as a lab.

Monterey Courthouse

- Explore housing as alternate use once Courts move to new location. County may retain ownership and partner with other entities to develop.
- Prefer to keep justice partners near new courthouse.

South County

- Support repurposing 522 N 2nd. Street for housing.
- Support developing County campus between 1011 Broadway and 250 Franciscan Way.
- Consider a San Lucas Library resiliency center.
- Consider San Ardo library expansion.

Financial Analysis

Occupancy Costs Explained

Capital Costs

- Replacement reserve for repair (beyond routine maintenance)
- Capital expenditures and debt service payments for FMP recommendations (e.g., construction, demolition, renovation)

Operating Costs

- Owned operating costs (e.g., utilities, maintenance, janitorial)
- Leasing costs considering cost sharing and reimbursements

Three Scenarios Evaluated

Base Case

- Assumes a static real estate portfolio. No properties are acquired or disposed, and all existing leases are renewed or extended.
- Future staffing growth is accommodated within the current portfolio.
- This scenario depicts future costs to simply maintain the “status quo.”

Option 1 and Option 2

- Represent strategic planning scenarios outlined in this presentation.
- The financial analysis focuses on estimating the additional capital and debt service costs associated with constructing new facilities or significantly remodeling existing buildings to meet projected staffing and space needs.

Summary of 20-year Occupancy Costs

The estimated expenses* (nominal/non-discounted) required to maintain and expand the County's portfolio according to this Facility Master Plan, by Options, is outlined below.

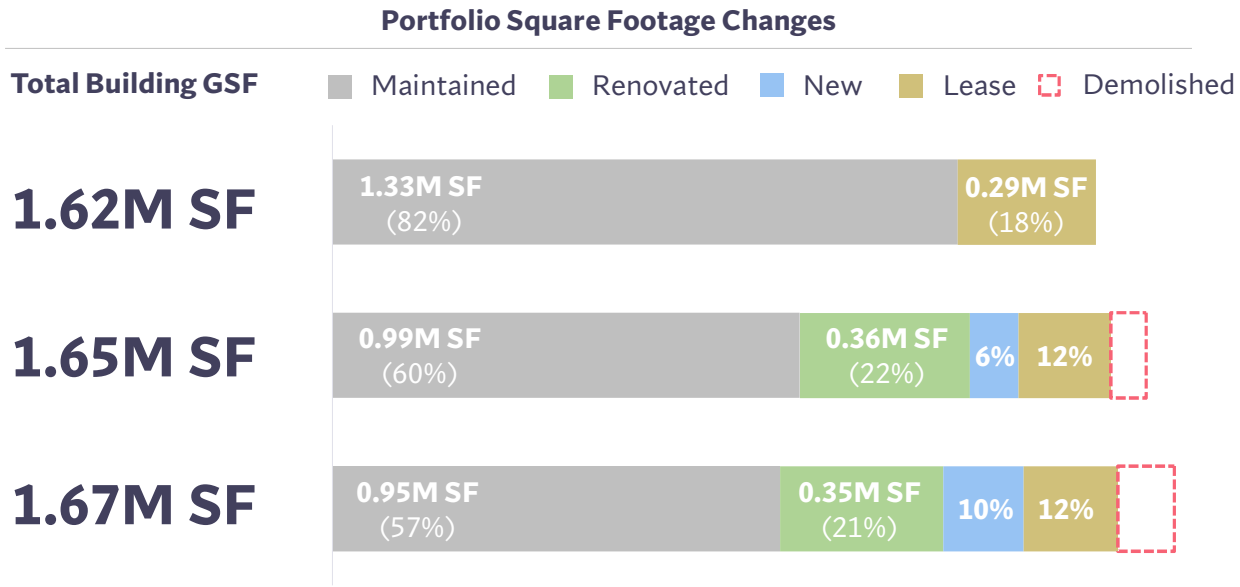
	Estimated 20-Year Occupancy Costs	Operating Cost	Capital Costs		
			Capital Reserves/Repair	Capital Expenditures (FMP)	Debt Services and Interest Reimbursements
Base Case	**$865M**	$524M	$225M	-	$116M
Option 1	**$1,330M**	$536M	$228M	$75M	$491M
Option 2	**$1,427M**	$551M	$231M	$75M	$570M

** Future cost estimates (for remodels, new construction, etc.) have been escalated at 4.25% annually from current construction cost estimates in 2025 dollars. Assumes all FMP actions implemented within first five years (2026-2030). Refer to GG+A report Financial Analysis of Monterey County Facility Master Plan Proposed Options (Jul 2025) for detailed assumptions.*

Summary of Portfolio Changes for Each Option

The portfolio changes based on recommendations in this Facility Master Plan, by Options, is outlined below.

	Estimated 20-Year Occupancy Costs	Total Building GSF
Base Case	$865M	1.62M SF
Option 1	$1,330M	1.65M SF
Option 2	$1,427M	1.67M SF

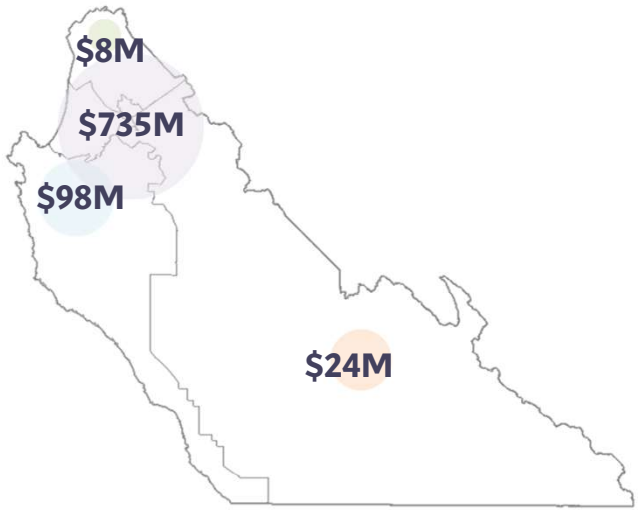


** Future cost estimates (for remodels, new construction, etc.) have been escalated at 4.25% annually from current construction cost estimates in 2025 dollars. Assumes all FMP actions implemented within first five years (2026-2030). Refer to GG+A report Financial Analysis of Monterey County Facility Master Plan Proposed Options (Jul 2025) for detailed assumptions.*

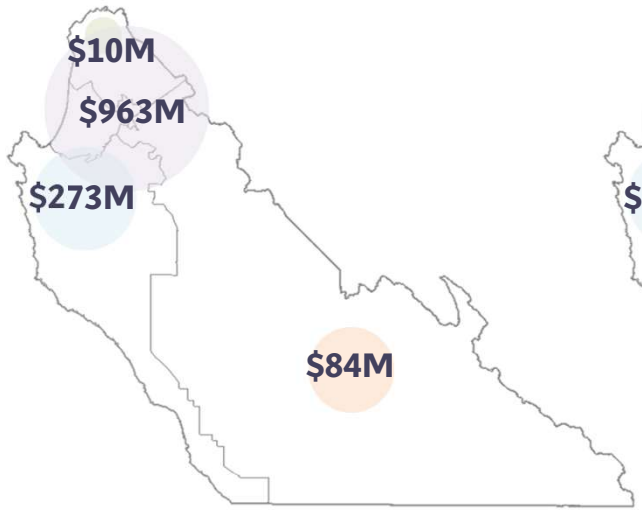
Summary of 20-year Occupancy Costs by Region

Salinas region is projected to comprise most of the countywide costs. However, South County occupancy costs increase considerably in the options due to investments in King City facilities. In the **Peninsula region**, occupancy costs are projected to rise by 280% under Option 1, primarily driven by the reconstruction and expansion of the 1281 Broadway property included in that scenario.

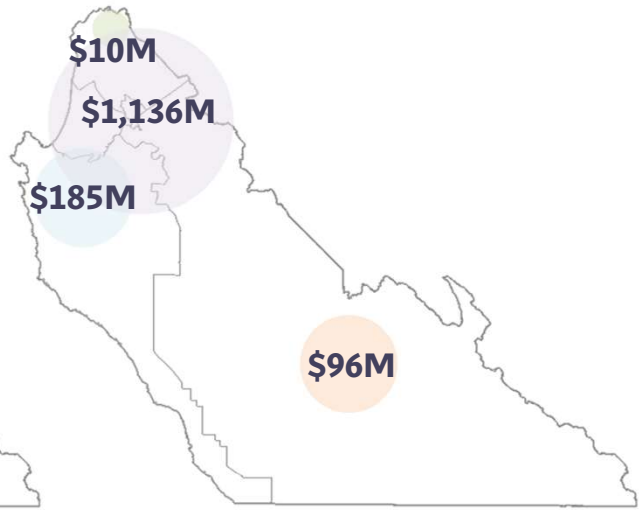
Base Case
$865M



Option 1
$1,330M



Option 2
$1,427M



Opportunistic Acquisitions

Reduced Occupancy Costs Through Acquisition(s)		
	New Construction	**Acquisition and Remodel**
Building Size in Square Feet	50,000	50,000
FTE Employees	200 FTE	200 FTE
Upfront Capital Cost	$50,000,000	$18,750,000 [1]
Cumulative 20-Year Costs:[2]		
Operating Costs	$16,952,816	$16,952,816
Capital Reserves/Repairs	$7,965,352	$7,965,352
Debt Service Payments	$79,984,181	$29,994,068
Cumulative Total:	$104,902,349	$54,912,236
Monthly Cost Per-Square-Foot	**$8.74**	**$4.58**
Annual Cost Per FTE Employee	**$26,226**	**$13,278**

[1] Includes an assumed cost of $375 per SF to acquire and remodel an existing building.
[2] Future costs with escalation.

The FMP options do not include the potential acquisition of existing office buildings to accommodate space needs. **Significant cost savings could be realized through office building acquisition(s) rather than new construction.**

This table is an example comparison for a hypothetical 50,000-square-foot building. Occupancy costs of the potential acquisition and remodeling of existing office space are estimated to be about **50%** of the costs of new construction.

Next Steps

Board Report Recommendations

- Receive an update presentation on development of the draft 2025 Countywide Facilities Master Plan
- Receive a presentation on 20-year departmental space need projections and development options
- Provide direction to staff on space development options to be incorporated into the final draft Facilities Master Plan

Next Steps

- **Review and incorporate feedback** on the preferred path forward
- **Develop an implementation plan** with the core team
- **Share the draft master plan** with participating department heads
- **Deliver the final Facilities Master Plan**

Appendix

A. Abbreviations and Area Terminology

B. Participating Departments and Facilities in Scope

C. Detailed Key Findings

D. 1281 Broadway Options and Annual Cost Comparison

E. Summary of Key Facilities and Proposed Changes in Each Option

F. Office, Retail, and Housing Market Analysis

G. Responses to Board Referrals

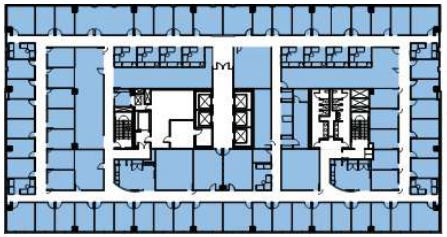
Appendix A
Abbreviations and Area Terminology

List of Abbreviations

AgCom	Agricultural Commissioner
BOS	Board of Supervisors
DA	District Attorney
DEM	Department of Emergency Management
DSS	Department of Social Services
EOC	Emergency Operations Center
FJC	Family Justice Center
FTE	Full-Time Equivalent
GSF	Gross Square Feet
HCD	Housing and Community Development
HR	Human Resources
IT	Information Technology
JH	Juvenile Hall
PD	Public Defender
PH Lab	Public Health Laboratory
PROB	Probation
PWFP	Public Works, Facilities, and Parks
SF	Square Feet
WDB	Workforce Development Board
WRA	Water Resources Agency

Area Terminology

Net Square Feet (NSF)

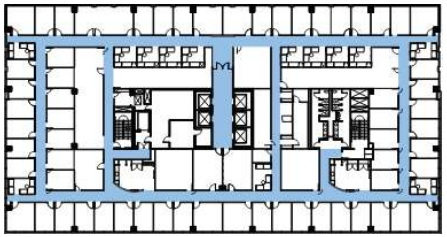


WHAT IT INCLUDES
Includes workspaces (offices and workstations), dedicated support (conference rooms, supply rooms, etc.) and shared support (entry lobby, shared floor support, break rooms, etc.).

HOW IT IS MEASURED
Measure to the centerline of interior partitions of a space. Total NSF is calculated by adding together all programmed areas.

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Circulation (Primary & Secondary)

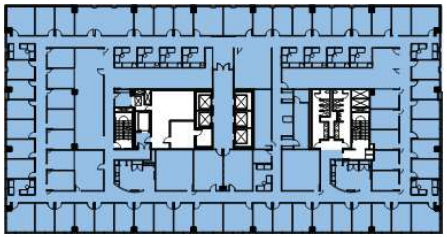


WHAT IT INCLUDES
Primary Circulation connects key areas like the elevator lobby and core facilities, while secondary circulation links individual offices and support spaces.

HOW IT IS MEASURED
Based on the ratio of enclosed offices to open workstations, estimate a Circulation Multiplier and apply the multiplier to the total NSF. The Circulation Multiplier is used to estimate the projected Usable Area from Net Area.

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Usable Square Feet (USF)

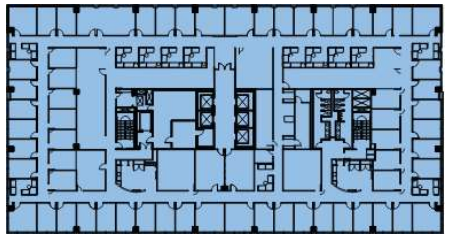


WHAT IT INCLUDES
Includes Net Area and Circulation but excludes building core and common spaces such as elevators, exit stairs, mechanical rooms, and toilets. For multi-tenant floors, common building corridor is excluded from USF.

HOW IT IS MEASURED
See ANSI/BOMA standard for detailed calculation method. Generally speaking, measure the area enclosed between the finished surface of the office area side of corridors and the dominant portion of the exterior wall or vertical penetrations.
NSF+ Circulation = USF

WHY IT IS USED
- Space Programming
- Space Standards/Guidelines
- Tenant Improvements

Gross Square Feet (GSF)



WHAT IT INCLUDES
Includes exterior wall thickness, and all vertical penetrations (i.e. mech/electrical, plumbing, elevator shafts and stairwells) as well as basements, garages and penthouses. Excludes parking lots and loading docks outside the building line.

HOW IT IS MEASURED
See ANSI/BOMA standard for detailed calculation method. Generally speaking, measure to the outside finished surface of permanent outer building walls.
RSF + penetrations and Building exterior walls = SSF

WHY IT IS USED
- Construction
- Real Estate Portfolio

Appendix B
Participating Departments and Facilities in Scope

Participating Departments and Facilities in Scope

Below is the list of departments and facilities included in the Facilities Master Plan and associated studies.

Participating Departments

- Administrative Office
- Housing and Community Development
- Agricultural Commissioner
- Human Resources
- Assessor-County Clerk-Recorder
- Information Technology
- Auditor-Controller
- Library
- Board of Supervisors
- Military & Veteran Affairs
- Child Support Services
- Probation
- Civil Rights Office
- Public Defender
- Clerk of the Board
- Public Works, Facilities and Parks
- Cooperative Extension
- Sheriff-Coroner
- County Counsel
- Social Services
- District Attorney
- Treasurer-Tax Collector
- Elections
- Water Resources Agency
- Emergency Communications
- Emergency Management
- Health

Selected County-Owned Properties

SALINAS
1 Medical Drive
1220 Natividad Road
1270 Natividad Road
1322 Natividad Road
1352 Natividad Road
1410 Natividad Road
1414 Natividad Road
142 West Alisal Street
1420 Natividad Road
1422 Natividad Road
1428 Abbott Street
1432 Abbott Street
1441 Schilling Place
1488 Schilling Place
154 West Alisal Street
1590 Moffett Street
160 Hitchcock Road
168 West Alisal Street
20 East Alisal Street
240 Church Street
331 North Sanborn Road
855 East Laurel Drive
970 Circle Drive

PENINSULA
1156 Fremont Boulevard
1200 Aguajito Road
1200 Aguajito Road (Parking)
1281 Broadway Avenue
2620 First Avenue
299 Twelfth Street

SOUTH COUNTY
1011 Broadway Avenue
250 Franciscan Way
522 North Second Street

NORTH COUNTY
29 Bishop Street (Ag Com)
29 Bishop Street (Mansion)

Selected County-Leased Properties

SALINAS
1000 S. Main Street
118 West Gabilan Street
124 River Road
160 Hitchcock Road
1611 Bunker Hill Road
1615 Bunker Hill Road
1870 N. Main Street
234 Monterey Street
323 North Sanborn
339 Pajaro Street
344 Salinas Street
47 San Benancio Canyon Road
559 East Alisal Street
632 East Alisal Street
710 Old Stage Road
713 La Guardia Street
730 La Guardia Street

PENINSULA
188 Seaside Circle
29 Ford Road
3155 De Forest Avenue

SOUTH COUNTY
116 & 118 Broadway Avenue
200 Broadway Avenue
24281 Washington Street
355 - 359 Gabilan Drive
411 Center Street
599 El Camino Real

NORTH COUNTY
11272 Merritt St.
17615 Moro Road

Appendix C
Detailed Key Findings

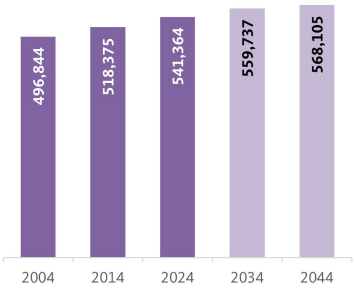
Key Findings

01

Growth is expected, particularly in Health, Social Services, Public Safety, and Justice functions.

COUNTY POPULATION GROWTH

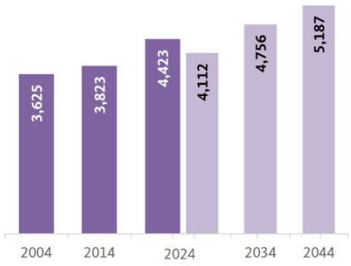
From 2004 to 2024, the County of Monterey's population grew by 6.4% (+26,100 residents). To better understand the overall service population, a "resident-equivalent" population was assessed, considering the impact of non-local workers on County services. While resident growth remained relatively minimal over the two decades, employment increased by 21.6%. Looking ahead, the County of Monterey is expected to see only modest growth in both population and employment.



	2004	2014	2024	2034	2044
County Population	411,544	427,425	437,614	452,170	458,868
1/2 Employment	85,300	90,950	103,750	107,567	109,237
Service Population	85,300	518,375	541,364	559,737	568,105

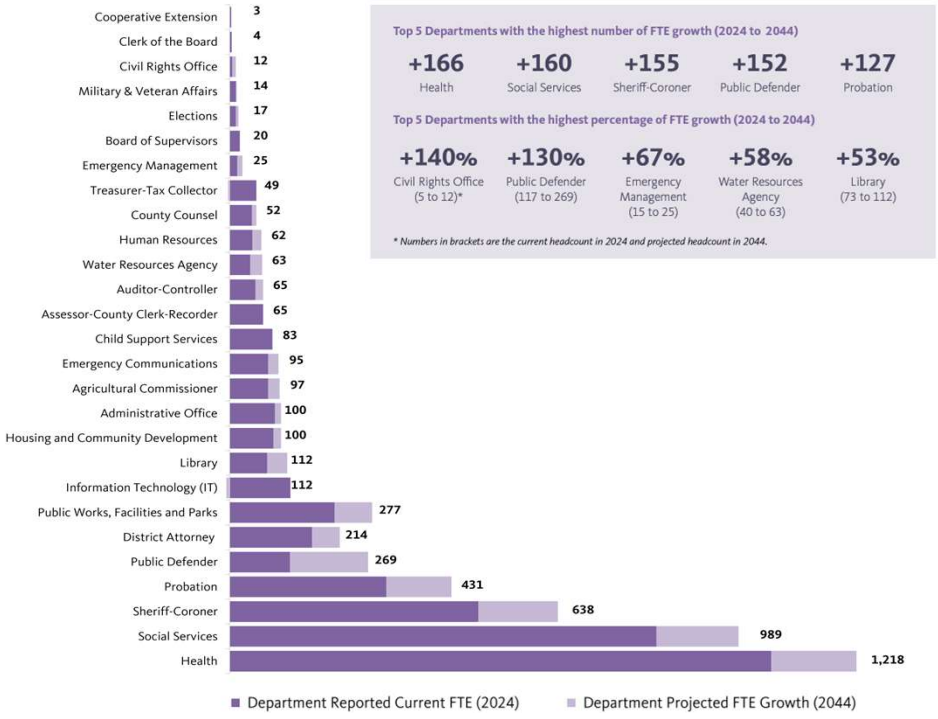
COUNTY EMPLOYEE GROWTH

From 2004 to 2024, the County's budgeted full-time equivalents (FTEs), excluding the Natividad Medical Center, grew by 22% (+798 positions). According to department-reported headcount data collected in a December 2024 employee survey, actual staffing is currently below budgeted levels, indicating unfilled vacancies. Looking ahead to 2044, departments projected a 26% increase (+1,075 employees) in total headcount compared to current actual levels.



	2004	2014	2024	2034	2044
Budgeted Positions*	3,625	3,823	4,423	-	-
Reported and Projected FTEs*	-	-	4,112	4,756	5,187

** Headcount does not include Natividad Medical Center FTEs*



Top 5 Departments with the highest number of FTE growth (2024 to 2044)

+166	+160	+155	+152	+127
Health	Social Services	Sheriff-Coroner	Public Defender	Probation

Top 5 Departments with the highest percentage of FTE growth (2024 to 2044)

+140%	+130%	+67%	+58%	+53%
Civil Rights Office (5 to 12)*	Public Defender (117 to 269)	Emergency Management (15 to 25)	Water Resources Agency (40 to 63)	Library (73 to 112)

** Numbers in brackets are the current headcount in 2024 and projected headcount in 2044.*

Key Findings

02

Current space utilization aligns with typical government benchmarks but could be more efficient.

CURRENT SPACE UTILIZATION

The County's real estate portfolio included in this study is approximately 1,658,000 SF, supporting 3,566 employees. This excludes the Natividad Medical Center, jails and detention centers, parks and recreational facilities, and libraries.

Of the total space, 946,000 SF (57%) is general office space primarily used as workplace for 2,853 employees. The remaining 713 employees work in non-office spaces such as courts, facility yards, health clinics, and warehouses.

To determine the current workplace utilization, facilities' total usable floor area (USF) was divided by the current number of occupants, including FTEs and temporary staff.

Since measurable floor plans were unavailable for all facilities, USF was estimated using a space efficiency factor of 75% of gross square feet (GSF). No additional adjustments for specialty spaces or specific layouts were made.

METHODOLOGY

Total USF (75% of GSF)	÷	**Occupants** (FTE + Temp)	=	**Utilization** (USF/OCC)

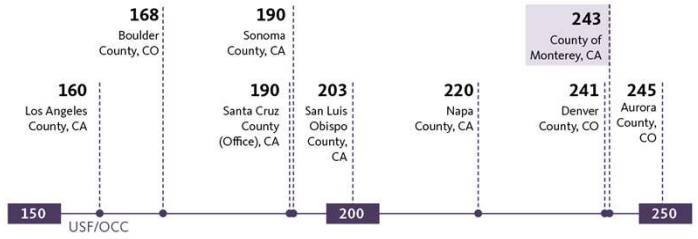
CALCULATION

710,000 USF (75% of 946,000 SF)	÷	**2,921** (2,853 FTE + 68 Temp*)	=	**243** (USF/OCC)

** Temporary staff listed here excludes seasonal staff from the Election and Emergency Management departments, as their staffing needs vary significantly. Space requirements for these temporary staff can be evaluated separately.*

BENCHMARKING

Benchmarking is a valuable tool for assessing and improving how space is being used. Industry standards have shown that government organizations commonly fall within a 150 – 250 USF/occupant range.



HIGHER EFFICIENCY POSSIBLE

Adopting a more efficient and consistent workplace standard during renovations, conversions, or new space planning is key for boosting productivity and reducing costs. Below are recommended utilization rates for each department based on industry best practices. Departments with heavier office use and customer service areas will be assigned a higher rate, while those primarily using workstations will have a lower rate.

Recommended Utilization Based on Space-Use Profiles

Heavy Enclosed Office	Mixed Enclosed and Open Office	Mostly Open Office with Customer Service Area	Mostly Open Office
250 USF/OCC	**225** USF/OCC	**200** USF/OCC	**175** USF/OCC
» Board of Supervisors » Civil Rights Office » District Attorney » County Counsel » Human Resources » Public Defender	» Sheriff-Coroner » Military & Veteran Affairs » Administrative Office » Child Support Services » Cooperative Extension » Clerk of the Board » Probation	» Social Services » Housing and Community Development » Health » Assessor-County Clerk-Recorder » Treasurer-Tax Collector	» Emergency Management » Elections » Water Resources Agency » Library » Auditor-Controller » Emergency Communications » Public Works, Facilities and Parks » Information Technology

In an ideal scenario where all existing facilities are renovated to meet the recommended standards, the County could achieve an **average utilization of 220 USF/OCC**, saving up to 67,000 SF. While this FMP does not assume full renovation, it recommends applying these standards where possible to all newly renovated or built spaces to improve long-term efficiency.

Key Findings

03

Many departments are leveraging telework but are not yet fully aligned on seat sharing.

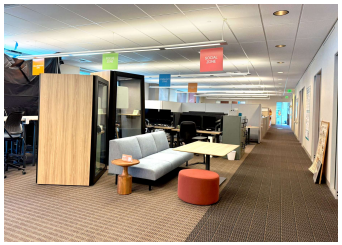
DEPARTMENT TELEWORK PRACTICE

Departments have developed their own telework approaches based on the nature of their work and operational needs. Many departments offer flexibility, allowing staff to work remotely several days a week. However, departments that provide public-facing services or require frequent in-person collaboration typically have a greater on-site presence.

Department	Telework Practice (no. of remote days)	Comments
Administrative Office	All staff: 2-3 days per week	
Agricultural Commissioner	All staff: 2 days per week	55% staff work in the field
Assessor-County Clerk-Recorder	All eligible staff: 2 days per week	Customer-facing staff work in office
Auditor-Controller	60% staff: 2-3 days per week	
Child Support Services	All staff: 2 days per week	
Civil Rights Office	All staff: 3 days per week	
Clerk of the Board	50% staff: 3 days per week	Others telework as needed
County Counsel	All staff: 1-2 days per week	
District Attorney	All staff: 1 day per week	Digital workflow supports remote work
Elections	All staff work in office	
Emergency Communications	All staff work in office	
Emergency Management	All staff: 1 days per two weeks	
Health	All staff: 3 days per week	Started seat sharing pilot
Housing and Community Development	33%: 2-3 days per week, 33% mostly remote	Customer-facing staff work in office
Human Resources	All staff: 3 days per week	Confidentiality limits seat sharing
Information Technology	All staff: 4 days per week	In-office day is aligned
Library(Admin)	10% staff: 2 days per week	
Military & Veteran Affairs	All staff: 2 days per week	
Public Defender	Most staff: 1 day per week	Attorney/Investigator: 3 days per week
Public Works, Facilities and Parks	All staff: 3 days per week	50% staff work in field 75% of the week
Sheriff-Coroner	All staff work in office or in field	
Social Services	60% staff: 2 days per week	15% staff work in field 30% of the week
Treasurer-Tax Collector	25% staff: 1 day per week	Most staff work in office
Water Resources Agency	30% staff: 3 days per week	20% staff work in field 30% of the week

SEAT SHARING OPPORTUNITIES

Most departments continue to assign dedicated workstations, often because staff are scheduled to be on-site on the same days, a desire to maintain team culture when staff are on-site together, and concerns about confidentiality. A few departments, such as Health at their Admin Hub (1270 Natividad Rd.), have begun exploring seat sharing to better align with hybrid schedules. However, for many, longstanding workplace norms and the need for secure or personalized workspaces make shared seating less practical.



1270 Natividad Road (Health): Hybrid work pilot project testing new work modes and furniture arrangements.

EMPLOYEE FEEDBACK ON IN-PERSON VS. REMOTE WORKING

In the WPIx (Workplace Performance Index) Employee Survey, respondents reported that they need to be in-office 52% of their time to maximize individual and team productivity. Where as, the same respondents independently reported that they currently are working in-office 73% of the week.

The main reasons employees come into the office are to collaborate in person with colleagues and clients. Social connection with colleagues is also ranked highly.

Maximizing Productivity

52%

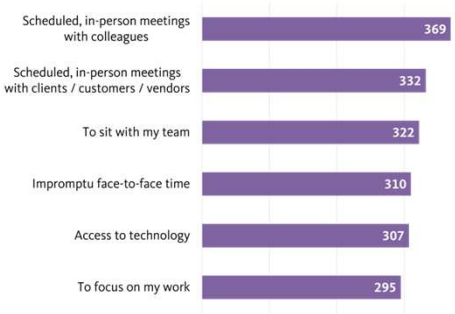
Percentage of In-office time to maximize individual and team productivity

VS.

73%

Current percentage of time in-office

Top Reasons to Come to the Office



Key Findings

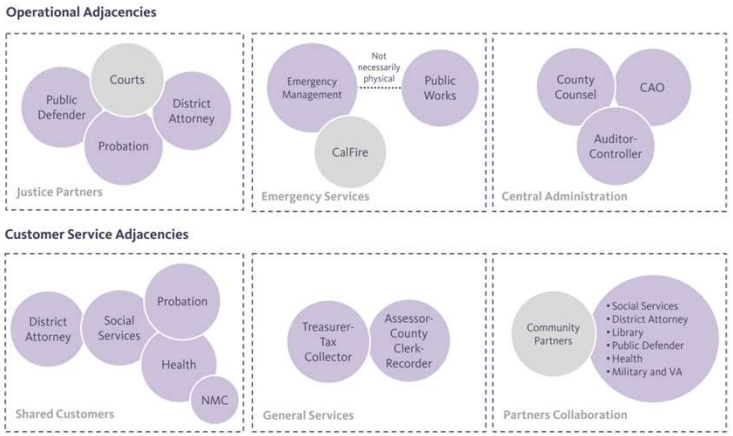
04

Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.

DESIRED ADJACENCIES

Virtual communication has significantly reduced the need for physical adjacency, enabling most departments to collaborate effectively regardless of proximity. However, certain groups still benefit from being co-located due to their unique operational workflows or shared customer service needs.

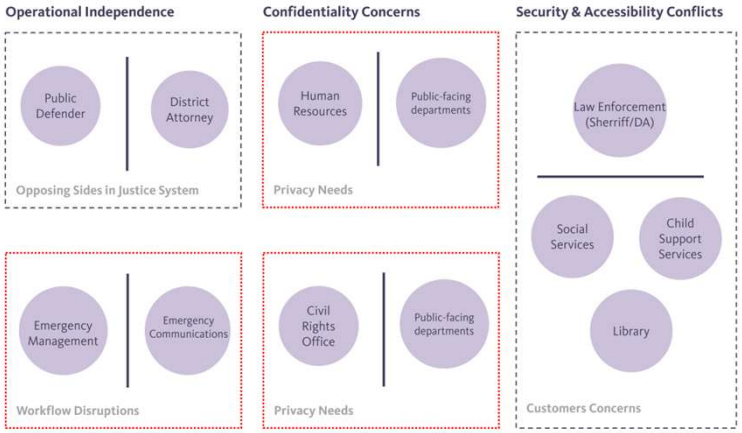
- Justice partners benefit from proximity to court to support coordination, hearings, and case management.
- Emergency services often require rapid coordination, though not all adjacency needs are physical.
- Central administration functions often collaborate on policy, finance, and oversight matters.
- Public-facing departments that serve overlapping client populations benefit from being nearby, as this improves convenience and access for the public.
- Departments such as Social Services, District Attorney, and Veterans Services often work closely with community-based organizations. Co-locating these services can strengthen their partnerships.



SEPARATION NEEDS

While some departments benefit from adjacency, others require separation to support operational independence, confidentiality, or customer comfort.

- Public Defender and District Attorney benefit from separation due to their opposing roles and the need to maintain neutrality.
- Emergency functions have distinct needs: Emergency Management may bring multiple agencies together during crises and requires collaborative space, while Emergency Communications depends on uninterrupted operations and benefits from physical separation.
- Departments handling sensitive information, such as Human Resources or the Civil Rights Office, need private and secure workspaces.
- Public-facing services, including Social Services, Child Support Services, and the Library, often serve vulnerable populations who may feel intimidated by law enforcement presence and therefore benefit from separation to ensure a welcoming, accessible environment.



Key Findings

05

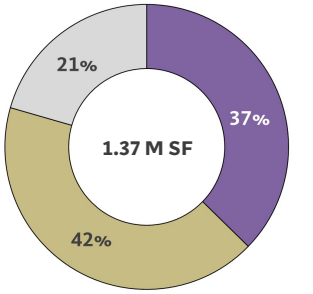
County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.

FACILITY AGE

A significant portion of the County's building portfolio is aging. Approximately 37% of County-owned facilities (509,000 SF) are over 50 years old, an age at which buildings typically require substantial reinvestment, including system upgrades, major repairs, or seismic improvements to meet current codes and standards.

An additional 42% (575,000 SF) are between 30 and 50 years old and are expected to face similar capital needs in the near future.

Only 21% of facilities are under 30 years old, representing the most modern portion of the portfolio.



- Facilities over 50 years old
- Facilities between 30-50 years old
- Facilities under 30 years old

Over 50 years old:	Under 50 years old:
29 Bishop Street (Mansion)	855 East Laurel Drive
154 West Alisal Street	2620 First Avenue
142 West Alisal Street	1590 Moffett Street
1352 Natividad Road	20 East Alisal Street
522 North Second Street	1441 Schilling Place (North Building)
1011 Broadway Avenue	1 Medical Drive
1220 Natividad Road	1414 Natividad Road (warehouse)
970 Circle Drive	1414 Natividad Road
240 Church Street	299 Twelfth Street
1410 Natividad Road (warehouse)	1441 Schilling Place (South Building)
1420 Natividad Road	1488 Schilling Place
250 Franciscan Way	29 Bishop Street (Ag Com)
1200 Aguajito Road Annex	
1200 Aguajito Road (Parking)	
1200 Aguajito Road	
1422 Natividad Road	
1281 Broadway Avenue	

FACILITY CONDITIONS ASSESSMENT (2015)

The Facility Conditions Assessment performed in 2015 provides a snapshot of the physical state of County facilities, identifying building deficiencies and estimating the cost and urgency of repairs or replacements. This assessment helps prioritize capital investment based on the severity of issues found, ranging from critical safety concerns to longer-term maintenance needs.

The chart below summarizes the estimated cost of deficiencies, categorized by urgency, from immediate failures that require attention to discretionary improvements recommended over a five-year horizon.

**Deficiency data was provided by the County on November 5, 2024, based on the Facilities Conditions Assessment completed by an independent third-party consultant in 2015. Cost estimates and conditions reported may no longer reflect the current state of the facilities.*

Complete Deficiency* Rollup (2015)	
2015 Priorities	**Extended Sum**
1 - Immediate: Imminent failure. Deficiency should be addressed within Year 1.	$22,669,200
2 - Critical: Replacement needed. Will become Immediate in Years 1 to 2.	$45,128,200
3 - Impending: Expected maintenance. Will become critical in Years 2 to 3.	$7,214,000
4 - Necessary: Needed, not yet critical. Will become Impending in Years 3 to 5.	$2,648,100
5 - Discretionary: Replacement Recommended in Year 5.	$8,434,800
Total Rollup:	**$86,094,300**

Building Examples:

	Sheriff Public Safety Building (1414 Natividad Road)	Monterey Courthouse and Annex (1200 Aguajito Road)	King City Yard and Office (522 N 2nd Street)
Facilities Conditions Rating (2015)	**Poor**	**Poor**	**Critical**
Facilities Conditions Index (2015)*	0.15	0.1	0.58
Anticipated Capital Renewal (2015)	**$9,644,000**	**$7,773,000**	**$2,693,000**

**A higher FCI indicates a worse condition*

Key Findings

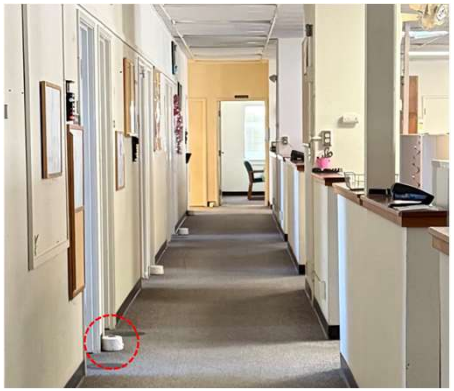
06

Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.

PRIVACY

Department leaders cited that confidentiality is a limiting factor to working in-office without enclosed and sound dampened spaces.

Many County departments, such as County Counsel, the Civil Rights Office, HR, and Social Services, require space for confidential meetings. The issue is often due to either inadequate soundproofing in the original designs or the deterioration of acoustic materials over time. Departments have relied on temporary fixes like white noise machines or wall remodels. A more consistent approach to soundproofing is important for future space designs.

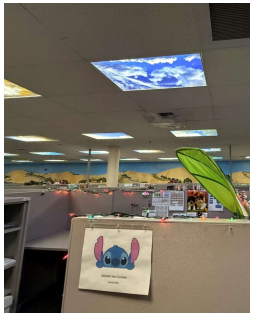


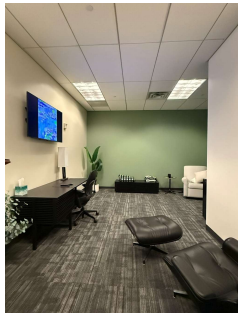
1281 Broadway: White noise machines in front of the interview rooms

WELLBEING

Department leaders are making ad hoc adaptations to the office environment to support employee wellbeing.

In the absence of wellness standards, departments have implemented their own small-scale solutions, such as relaxation rooms, light filters, and designated wellness spaces. These efforts reflect a clear need for more consistent, dedicated wellness spaces in future workplace planning to better support employee health, comfort, and retention.

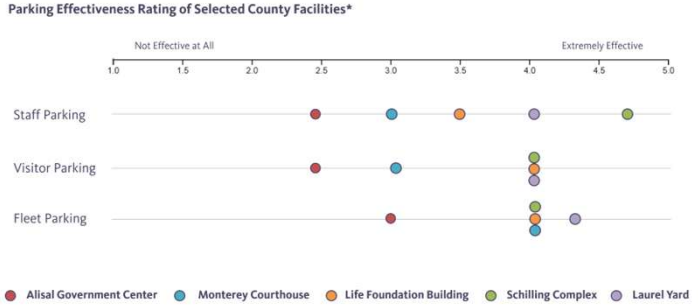




(Left) 1000 S. Main: Cloth light cover reducing light within open office.
(Right) 168 W. Alisal: Relaxation and lactation room in Public Defender offices.

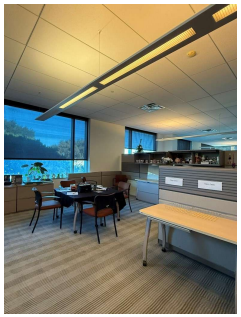
PARKING

Most employees currently commute via car, and parking is not always available at County facilities, especially in downtown Salinas. When asked about parking effectiveness, department leadership ranked Alisal Government Center the lowest among core facilities. An independent study conducted in April 2022 highlighted a significant parking deficiency at this location. Departments also flagged safety issues, citing poor lighting and concerns in lots used for the Safe Parking Program.

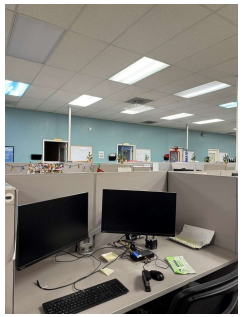


INCONSISTENT WORKPLACE STANDARDS

Workstation types and sizes vary across locations. The lack of consistent workplace standards may create an unequal experience and limits flexibility in future planning.



(Left) 168 W. Alisal:
Public Defender 2nd floor workstations.



(Center) 116 & 118 Broadway:
Social Services cubicles in King City.

(Right) 1441 Schilling Place:
Environmental Health open office space.

Key Findings

07

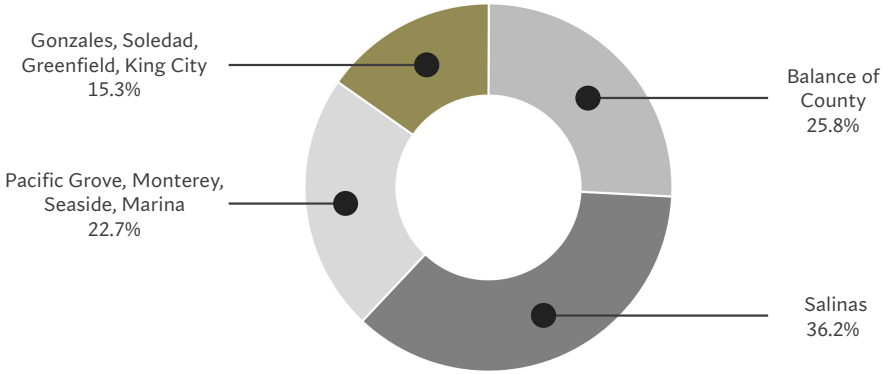
Service gaps remain in South and North County; several departments are interested in expanding their presence.

SERVICE POPULATION DISTRIBUTION

In 2023, communities in South County, including Gonzales, Soledad, Greenfield, and King City, made up about 15.3% of County of Monterey's service population*. These areas, along with rural parts of North County, often face gaps in access to essential services.

During an interview with the District 3 Supervisor, it was noted that many households in South and rural North County lack reliable internet access, potable water, and air conditioning. These infrastructure gaps create barriers to health, safety, and overall community resilience. County facilities in these areas should help close service gaps by improving access to services and supporting stronger, more resilient communities.

County of Monterey Service Population* Distribution (2023)



** Service population is calculated as the number of residents plus half the number of jobs, assuming that two jobs in the County create service needs equivalent to one resident.*

CURRENT SERVICES PROVIDED

South County

- Social Services are primarily delivered out of King City, co-located with Health and Library.
- Justice partners operate out of the King City Courthouse, including the District Attorney, Public Defender, Probation, and Sheriff.
- Health clinics operate in Gonzales, Soledad, and King City, providing local access to medical care across the region.
- Library services follow a distributed model, with branches in most major communities and a new branch opening in Bradley.
- Public Works, Facilities, and Parks operates facility yards in Greenfield and King City to support regional operations.

North County

- Agricultural Commissioner operates a field office in Pajaro, supporting local growers.
- Health services operate out of the community center in Pajaro, with an additional clinic in Prunedale.
- Library has branches in Pajaro, Castroville, Prunedale, and Aromas, but has noted inadequate facilities in Aromas and potential relocation to Las Lomas.
- There are no fixed Social Services locations. Services are provided through mobile offices.

IMPROVE SERVICE DELIVERY

Several departments are interested in expanding their presence in South County and other rural regions to better serve residents, respond to emergencies, and promote long-term well-being. The table below summarizes facility needs shared by each department during leadership interviews.

Department	Their Interests
Agricultural Commissioner	Integrated facilities at 1011 Broadway Street in King City
Civil Right	Touchdown space in South County
Emergency Management	Touchdown location in King City
Health	Animal shelter in South County and Behavioral Health clinics in Greenfield
Housing and Community Development	Drop-in office for field inspections
Library	Long-term facilities in San Lucas and San Ardo with resilience centers; expand Aromas location or relocate to Las Lomas
Probation	Dedicated facility in South County to support high caseloads
Social Service	Potential new location in Greenfield; expand North County access through mobile service units
Sheriff	Small satellite office in North County

To support housing development, potential properties were identified for highest and best use analysis.

PROPERTIES WITH REDEVELOPMENT POTENTIAL

These sites were identified for their potential to support housing or other uses, based on factors like size, current use, and redevelopment potential. Proposed uses are detailed in the Recommendation section.

	Address	Current Use	Site Area	Building Area	Opportunities
	855 East Laurel Drive, Salinas	Vacant	Approx. 9 Acres	n/a	Board referral for Senior Affordable Housing
	855 East Laurel Drive, Salinas	Office, shop, staging, comm. Tower (PW, WRA, IT, and PB)	Approx. 19 Acres	89,464 SF	Possible adaptive reuse or disposition for affordable housing
	1220 Natividad Road, Salinas	Vacant (Former Printing Services)	1.6 Acres	3,497 SF	Potential for a revenue generating commercial space for housing fund
	1352 Natividad Road, Salinas	Vacant (Old Juvenile Hall)	Approx. 0.6 Acres	6,460 SF	Future County use, for example, Family Justice Center
	154 West. Alisal Street, Salinas	Vacant (Old County Jail)	0.52 Acres	26,721 SF	Revitalization of the building on National Registry of Historic Places
	522 North Second Street, King City	Agricultural Commissioner General Office, Shop & Material Storage	2.91 Acres	9,526 SF	Possible adaptive reuse or disposition for affordable housing
	1011 Broadway, King City	Retail on a monthly lease	1.5 Acres	10,456 SF	Adaptive reuse for County office as a regional hub
	Barloy Canyon Rd, Former Fort Ord APN 031-161-033, Marina	Training, Material Storage (Sheriff, DA, C&P and PWFP)	252 Acres	23 Buildings	Future use to be determined

MARKET OVERVIEW

As the County reviews its long-term facility needs, this market overview provides context for evaluating potential alternative uses of County-owned properties. In particular, it assesses current conditions in the office, retail, and housing markets to better understand market demand and feasibility should certain sites become surplus in the future.

Office

- Limited Contemporary Office Space in Salinas: The supply of contemporary office space in Salinas is limited. Most newer or larger office spaces are concentrated near the Monterey Airport, where asking rents tend to be higher.
- County of Monterey Lease Costs: Across the County of Monterey, the average gross lease rate is approximately $27.50 per square foot annually, which aligns with market norms for existing leased buildings. However, most available spaces are relatively small and rents are generally not high enough to support new speculative office construction
- Office Reuse Challenges: These conditions suggest that while there may be some demand for well-located office properties in good condition, reuse of older or larger County office sites could be challenging without significant investment.

Retail

- Retail Inventory & Growth: Retail inventory in Salinas has grown modestly by approximately 330,000 SF (5%) since 2006, with the most notable expansion occurring at the Gateway Center in 2017.
- Occupancy & Absorption Trends: Retail occupancy rates remain strong, ranging from 99% (2017) to 94.6% (2023), but net leasing activity has been modest over time. Retail rents have fluctuated, averaging nearly $18 per square foot annually in the last two years but remain relatively low. Retail rents will need to be higher than the market average to support new space construction.
- Rents & Development Challenges: This indicates reuse of County-owned properties for retail may be feasible, but only in strategic locations with strong foot traffic or potential for mixed-use development

Housing

- Housing Permits & Sales Activity: The housing market in Salinas is marked by strong demand and limited supply. Residential building permits increased from 2020-2022 but declined sharply in 2023. Home sales transactions in 2024 are projected to decline by 45% from their 2020 peak, with listings remaining very limited.
- Rental Market Trends: Salinas has over 23,000 renter-occupied units, with 60% in multi-family properties. Rents have increased by 92% since 2010, reaching an average of $1,994 per month in 2024, while rental vacancy rates have dropped to just 2.7%.
- High Redevelopment Potential for Housing: Given high prices, low vacancies, and limited construction activity, if land in suitable locations for residential uses were to be become available, housing would be a leading land use candidate.

Appendix D
1281 Broadway Options and Annual Cost Comparison

Annual Occupancy Cost Comparison for Broadway Family Connection Center Building Options – Updated 7/17/2025							
	Current CIP	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
Summary of Option	Redevelop Site, Construct New Building	Remodel Existing Building	Remodel and Expand Existing Building	Construct New Building	Construct New Building	Lease 915 Hilby Ave. + Modest Improvements	Lease 915 Hilby Ave. and Complete Addition + Major Remodel[6]
Building Square Feet	62,200	13,000	30,352	28,018	46,500	13,900	26,200
Net Square Feet [1]	51,833	10,833	25,293	23,348	38,750	11,583	21,833
Upfront Project Cost [2]	$114,767,000	$16,684,000	$42,869,000	$43,751,000	$75,134,000	Lease	Lease
DSS Occupancy as Share of Total Building Space[3]	38%	100%	77%	84%	50%	100%	89%
DSS Reimbursement [4]	80%	80%	80%	80%	80%	80%	80%
Monthly Net Lease Cost	NA	NA	NA	NA	NA	$3.00/sf	$6.00/sf
Dept. of Social Services Only							
Cumulative Cost (20 Yrs) [5]	$53,699,533	$21,700,361	$42,422,577	$46,309,263	$47,722,502	$2,668,800	$7,862,400
Average Annual Cost	$2,684,977	$1,085,018	$2,121,129	$2,315,463	$2,386,125	$133,440	$393,120
Monthly Per Square Foot	**$9.56**	**$6.96**	**$7.55**	**$8.25**	**$8.50**	**$0.80**	**$1.40**
Other County or Public Users Only							
Cumulative Cost (20 Yrs) [5]	$121,589,402		$17,067,787	$12,417,456	$64,081,442		$4,704,000
Average Annual Cost	$6,079,470	NA	$853,389	$620,873	$3,204,072	NA	$235,200
Monthly Per Square Foot	**$13.06**		**$10.23**	**$11.20**	**$11.56**		**$7.00**
Total (Dept. of Social Services and Other County or Public Users)							
Cumulative Cost (20 Yrs) [5]	$175,288,935	$21,700,361	$59,490,364	$58,726,718	$111,803,944	$2,668,800	$12,566,400
Average Annual Cost	$8,764,447	$1,085,018	$2,974,518	$2,936,336	$5,590,197	$133,440	$628,320
Monthly Per Square Foot	**$11.74**	**$6.96**	**$8.17**	**$8.73**	**$10.02**	**$0.80**	**$2.00**

[1] Net/Gross building efficiency of 83% assumed for all scenarios.
[2] Cost estimates with an upfront 2% cost of financing added (e.g., bond underwriting, delivery date expenses).
[3] Department of Social Services (DSS) assumed to occupy up to 19,500 net square feet in each option.
[4] Assumes either (i) 80% of annual interest payments on a Lease Revenue Bond or COP could be reimbursed, or (ii) 80% of gross lease costs are reimbursed. Prorated for DSS-occupied space only. Verify with DSS any limitations on annual reimbursement.
[5] Cumulative costs include debt service payments financed at 4.73% annual interest rate for a 20-year term, operating costs, and/or leasing costs (for Options 5 and 6).
[6] The cost estimate does not include required offsite parking which is to be determined.

Sources: Monterey County; Gruen Gruen + Associates.

Appendix E
Summary of Key Facilities and Proposed Changes in Each Option

SALINAS & PENINSULA: OPTION 1

Summary of Key Facilities: Salinas

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
Alisal Government Center 168 W. Alisal St.	133,000 GSF	• Administrative Office (45) • County Counsel (50) • Auditor-Controller (65) • Public Defender (130) • Assessor-County Clerk-Recorder (65) • Treasurer-Tax Collector (49) • BOS Office (4+Flex) • Clerk of the Board (4)	• Workforce Development Board (35)	• Human Resources (55)
Alisal Government Center 142 W. Alisal St.	74,000 GSF	• District Attorney (180)		
Leased WDB Building ***(lease cancellation)*** 344 Salinas St.	15,000 SF			• Workforce Development Board (35)
DSS Community Services Center 1000 S. Main St.	139,000 SF	• Social Services (490) • Heath (28)		
Schilling Place 1441 Schilling Pl. (North and South)	203,000 GSF	• Civil Rights Office (12) • Elections (17) • Health (9+105) • Child Support Services (82) • Housing and Community Development (100) • Public Works, Facilities and Parks (134)	• Public Works, Facilities and Parks (100) • Human Resources (55)	• Water Resources Agency (47)
Schilling Place 1488 Schilling Pl.	87,000 GSF	• Public Works, Facilities and Parks (19) • Administrative Office (20) • Social Services (20)	• Public Works, Facilities and Parks (13)	
IT Building 1590 Moffett St.		• Information Technology (105)	• Information Technology (7)	
Laurel Yard ***(partially vacated for housing)*** 855 E. Laurel Dr.	49,000 GSF	• Water Resources Agency (8) • Probation (5)	• Water Resources Agency (47)	• Public Works, Facilities and Parks (124) • Information Technology (7)
Public Safety Building 1414 Natividad Rd.	85,000 GSF	• Sheriff-Coroner (210)		
Probation Admin Building 1422 Natividad Rd.	23,000 GSF	• Probation (68)		
Vacant (former Juvenile Center) 1352 Natividad Rd.	6,000 GSF		• District Attorney Family Justice Center	
Emergency Services Building 1322 Natividad Rd.	16,000 GSF	• Emergency Communications (95)		• Emergency Management (25) + EOC
Health Admin Center 1270 Natividad Rd.	48,000 GSF	• Health (333)		
Vacant (former print shop) 1220 Natividad Rd.	3,500 GSF		• Retail Lease	
Location TBD	~15,000 GSF		• Emergency Management (25)+ EOC	

Salinas Downtown

- Public Services
- Justice Partners
- Social Services

Salinas Schilling

- Land Use & Facilities
- Public Services
- Internal Admin

Salinas Natividad

- Public Safety
- Justice Partners
- Health

SALINAS & PENINSULA: OPTION 1

Summary of Key Facilities: Peninsula

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
Monterey Courthouse 1200 Aguajito Rd., Monterey	82,000 GSF	• Sheriff-Coroner (44) • District Attorney (28) • Health (14) • Probation (8) • Public Defender (20) • District 5 (4)	• Public Works, Facilities and Parks (11)		**Monterey** • Justice Partners • Public Safety • Emergency Mgt • Land use & Facilities
Broadway Family Connection Center 1281 Broadway Ave., Seaside	TBD (estimated at 28,000 SF)	• Social Services (117)			**Seaside** • Public & Social services
Location TBD Seaside or Marina	~15,000 SF		• District Attorney Family Justice Center • Public Defender (2)		
MVOA, DSS, AgCom Building 2620 First Ave., Marina	13,000 GSF	• Ag Commissioner (4) • Veteran Affairs (10) • Social Services (15) • District 4 (4)			**Marina** • Public & Social services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SALINAS & PENINSULA: OPTION 2

Summary of Key Facilities: Salinas

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
Alisal Government Center 168 W. Alisal St.	133,000 GSF	• Administrative Office (45) • County Counsel (50) • Auditor-Controller (65) • Assessor-County Clerk-Recorder (65) • Treasurer-Tax Collector (49) • BOS Office (4+Flex) • Clerk of the Board (4)	• Housing and Community Development (100) • Workforce Development Board (35)	• Human Resources (55) • Public Defender (130)
New Justice Partner Building 168 W. Alisal St.	70,000 GSF		• Public Defender (130)	
Alisal Government Center 142 W. Alisal St.	74,000 GSF	• District Attorney (180)		
Leased WDB Building ***(lease cancellation)*** 344 Salinas St.	15,000 SF			• Workforce Development Board (35)
DSS Community Services Center 1000 S. Main St.	139,000 SF	• Social Services (490) • Heath (28)		
Schilling Place 1441 Schilling Pl. (North and South)	203,000 GSF	• Civil Rights Office (12) • Elections (17) • Health (9+105) • Child Support Services (82) • Public Works, Facilities and Parks (134)	• Public Works, Facilities and Parks (100) • Human Resources (55) • Emergency Management (25)+ EOC	• Housing and Community Development (100) • Water Resources Agency (47)
Schilling Place 1488 Schilling Pl.	87,000 GSF	• Public Works, Facilities and Parks (19) • Administrative Office (20) • Social Services (20)	• Public Works, Facilities and Parks (13)	
IT Building 1590 Moffett St.		• Information Technology (105)	• Information Technology (7)	
Laurel Yard ***(partially vacated for housing)*** 855 E. Laurel Dr.	49,000 GSF	• Water Resources Agency (8) • Probation (5)	• Water Resources Agency (47)	• Public Works, Facilities and Parks (124) • Information Technology (7)
Public Safety Building 1414 Natividad Rd.	85,000 GSF	• Sheriff-Coroner (210)		
Probation Admin Building 1422 Natividad Rd.	23,000 GSF	• Probation (68)		
Vacant (former Juvenile Center) 1352 Natividad Rd.	6,000 GSF		• District Attorney Family Justice Center	
Emergency Services Building 1322 Natividad Rd.	16,000 GSF	• Emergency Communications (95)		• Emergency Management (25) + EOC
Health Admin Center 1270 Natividad Rd.	48,000 GSF	• Health (333)		
Vacant (former print shop) 1220 Natividad Rd.	6,000 GSF		• Public Health Lab	

Salinas Downtown

- Public Services
- Justice Partners
- Social Services

Salinas Schilling

- Land Use & Facilities
- Emergency Mgt
- Internal Admin

Salinas Natividad

- Public Safety
- Justice Partners
- Health

SALINAS & PENINSULA: OPTION 2

Summary of Key Facilities: Peninsula

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
Monterey Courthouse 1200 Aguajito Rd., Monterey ***(partially vacated for housing)***	24,000 GSF	• Sheriff-Coroner (44) • District 5 (4)		• District Attorney (28) • Health (14) • Probation (8) • Public Defender (20)	**Monterey** • Public Safety • Land use & Facilities
Location TBD (Monterey Yard) Pacific Meadows or Palla Carona			• Public Works, Facilities and Parks (11)		
Former DSS location 1281 Broadway Ave., Seaside	13,000 GSF		• District Attorney Family Justice Center • Public Defender (2)	• Social Services (117)	**Seaside** • Public and Social Services
DSS Family Connection Center ***(leased location)***	TBD (estimated at 26,200 GSF)		• Social Services (117)		
Marina Service Building 2620 First Ave., Marina	38,000 GSF	• Ag Commissioner (4) • Veteran Affairs (10) • Social Services (15) • District 4 (4)	• District Attorney (28) • Health (14) • Probation (8) • Public Defender (20)		**Marina** • Justice Partners • Public & Social services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SOUTH COUNTY: OPTION 1

Summary of Key Facilities: South County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT	
AgCom Office 522 N. 2nd St. King City	9,500 GSF		• Probation (6) + Education Facilities • Health (Animal Services)	• Ag Commissioner • Public Works, Facilities and Parks	
South County Service Center 1011 Broadway Ave. King City	10,500 GSF		• Ag Commissioner (6) • District 3 (4) • Co-working space for PWFP, PD, HCD, DEM		
King City Courthouse 250 Franciscan Ave. King City	12,500 GSF	• District Attorney (6) • Public Defender (4) • Sheriff-Coroner (36)			**King City** • Justice Partners • Land use & Facilities • Social & Health Services
Social Services 116, 118 Broadway Ave. King City ***(leased)***	16,000 GSF	• Social Services (76) • Child Support Services (1)			
Social Services 200 Broadway Ave. King City ***(leased)***	13,000 GSF	• Social Services (18) • Health (19) • Library (9)			
Greenfield City Hall 599 El Camino Real Greenfield ***(leased)***	-	• Public Defender (20)		• District 3 (4)	**Greenfield** • Justice Services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

SOUTH COUNTY: OPTION 2

Summary of Key Facilities: South County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
AgCom Office 522 N. 2nd St. King City	9,500 GSF		• Health (Animal Services)	• Ag Commissioner • Public Works, Facilities and Parks
South County Service Center 1011 Broadway Ave. King City	10,500 GSF		• Ag Commissioner (6) • District 3 (4) • Co-working space for PWFP, PD, HCD, DEM	
Acquired property between 1011 Broadway and King City Courthouse	20,000 GSF		• Probation (6) + Education Facilities • Public Defender	
King City Courthouse 250 Franciscan Ave. King City	12,500 GSF	• District Attorney (6) • Public Defender (4) • Sheriff-Coroner (36)		
Social Services 116, 118 Broadway Ave. King City ***(leased)***	16,000 GSF	• Social Services (76) • Child Support Services (1)		
Social Services 200 Broadway Ave. King City ***(leased)***	13,000 GSF	• Social Services (18) • Health (19) • Library (9)		
Greenfield City Hall 599 El Camino Real Greenfield ***(leased)***	-	• Public Defender (20)		• District 3 (4)

King City
- Justice Partners
- Land use & Facilities
- Social & Health Services

Greenfield
- Justice Services

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

NORTH COUNTY: OPTION

Summary of Key Facilities: North County

(#) **Projected FTEs in 2044**

FACILITIES	PROPOSED AREA	GROW IN PLACE	RELOCATED IN	RELOCATED OUT
Pajaro Mansion 29 Bishop St., Pajaro	9,000 GSF		• Library (4) • Health (TBD) • Co-working space for County departments	
AgCom Office 29 Bishop St., Pajaro	3,000 GSF	• Ag Commissioner (12)		
Library & BOS 11140 - 11160 Speegle St., Castroville	14,000 GSF	• District 2 (4) • Library (7)		
Sheriff Touchdown Office ***(lease to be identified)***			• Sheriff-Coroner (Touchdown)	
AgCom Training Space ***(lease to be identified)***			• Ag Commissioner (Training Room)	

Pajaro
- Land use & Facilities
- Social & Health Services

Castroville
- BOS

* Health clinics locations are not listed in the table; they will continue operating and grow at their current locations.

Appendix F

Office, Retail, and Housing Market Analysis

Office Market Overview

1 Limited Contemporary Office Space in Salinas

- Salinas contains a limited amount of contemporary office space.
- Newer and larger options at higher rents are available near the Monterey Airport.

2 Monterey County Lease Costs

- The average annual gross lease rate in Monterey County is approximately $27.50 per square foot, generally consistent with rents for buildings identified to have space for lease.

3 Office Space Availability & Challenges

- Majority of available spaces are small. Largest available space is slightly above 10,000 SF.
- **Rents for office space are not high enough to amortize the costs of speculatively developed office space.**

Retail Market Overview

1 Retail Inventory & Growth

- Salinas' retail inventory grew modestly by approx. 330,000 SF (5%) since 2006.
- Most growth occurred with the Gateway Center in 2017.

2 Occupancy & Absorption Trends

- Occupancy rates are generally high, ranging from 99% (2017) to 94.6% (2023).
- Net absorption has been modest, with notable positive absorption in 2017 due to the Gateway Center (nearly 314,000 SF).

3 Rents & Development Challenges

- Retail rents have fluctuated, averaging nearly $18/SF in the last two years but remain relatively low.
- **Retail rents will need to be higher than the market average to support new space construction.**

Housing Market Overview

1 Housing Permits & Sales Activity

- Residential building permits increased from 2020-2022 but declined sharply in 2023.
- Home sales transactions in 2024 are projected to decline by 45% from their 2020 peak, with listings remaining very limited.

2 Rental Market Trends

- Salinas has 23,106 renter-occupied units, with 60% in multi-family properties.
- Effective monthly rents increased by 92% since 2010, reaching $1,994 in 2024, while rental vacancy rates dropped to a low of 2.7%.

3 Limited Supply & Rising Costs

- Housing supply has not kept up with demand, leading to significant price increases in both rental and for-sale housing.
- **If land in suitable locations for residential uses were to be become available, housing would be a leading land use candidate.**

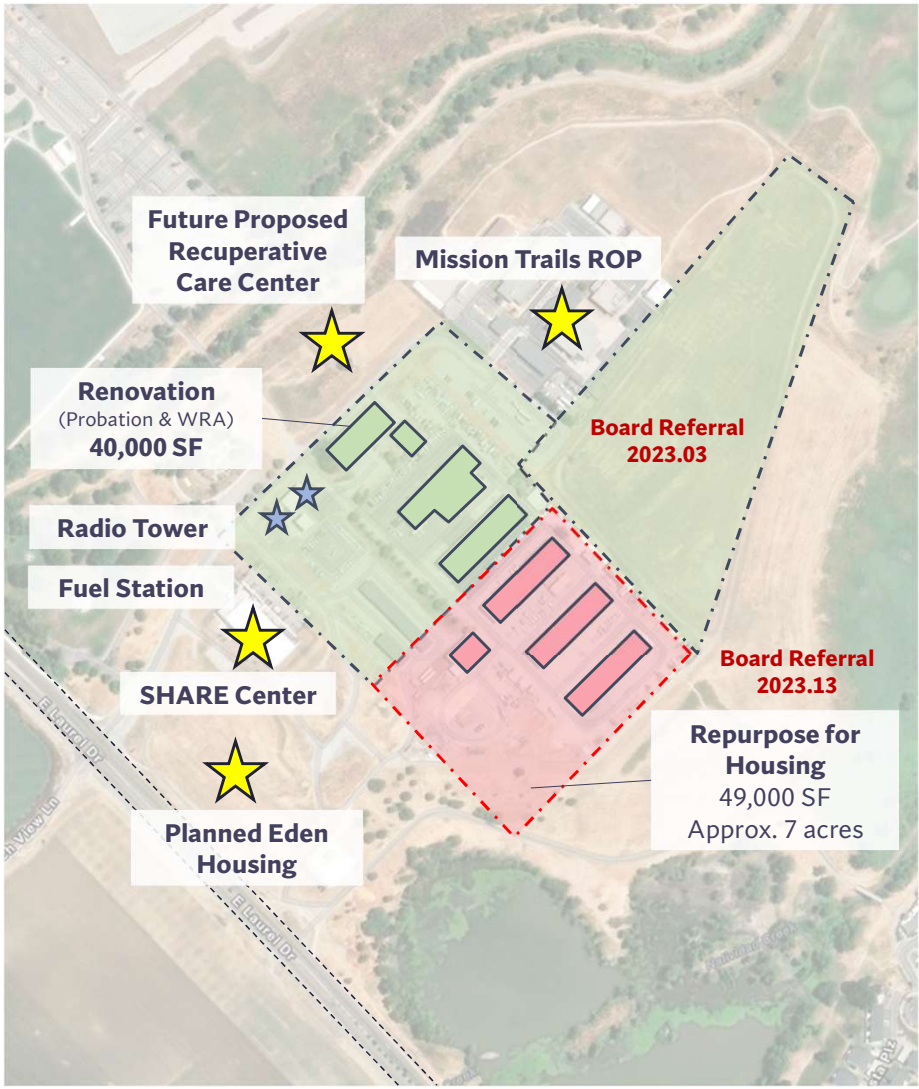
Appendix G
Responses to Board Referrals

Board Referral 2023.13

Laurel Yard Master Plan

This referral seeks to analyze the current and proposed uses to determine if Laurel Yard should be relocated to an alternate site to best serve County services and operations. This Facilities Master Plan identifies partial consolidation opportunities at Laurel Yard.

Current Operations	Proposed Options	Considerations
Fleet, Public Works Maintenance, Facilities and Grounds Maintenance	Relocate to 1441 Schilling Pl. and use the adjacent vacant lot for fleet and storage	Vacate PWFP buildings for future housing developments
Water Resources Maintenance	Consolidate all Water Resources Agency operations from 1441 Schilling to Laurel Yard	Laurel Yard is a good location for the Water Resources Agency's operations
IT Radio Shop	Relocate to 1590 Moffett St.	Vacate IT buildings for future housing developments
Probation Silver Star program	Remain on site with building upgrades	No relocation opportunity identified



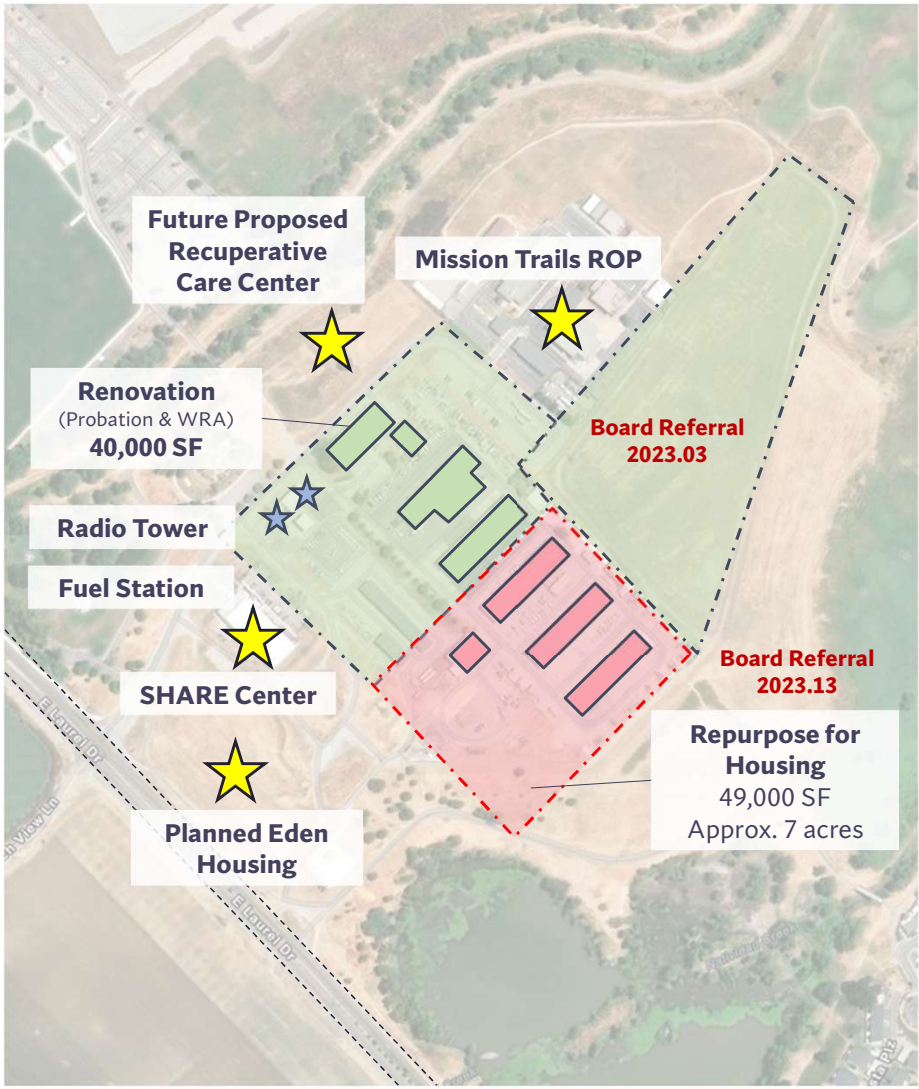
Board Referral 2023.03

Affordable Senior Housing Project at 855 East Laurel Drive

This referral proposes to use a County-owned, eastern corner vacant lot at 855 East Laurel Drive in Salinas to construct affordable housing units for seniors in partnership with a non-profit developer.

While no immediate County need is identified for this site, several concerns should be considered before moving forward:

- **Development costs**: Affordable senior housing (featuring elevator service) will be more costly than traditional "walk-up" affordable housing units.
- **Limited accessibility**: One-way in and out via Veterans Lane.
- **Concentration of specialized housing**: The area already houses a homeless shelter and affordable housing. Adding senior housing may lead to an overconcentration.
- **Lack of walkability and services**: The site is far from grocery stores and other essential services.
- **Potential future County use**: Nearby Natividad has a strong County presence. Departments like the Sheriff, Health, and Probation have mentioned possible future space needs, such as offices and long-term juvenile housing. These could possibly be met by expanding existing Natividad facilities but pending further study.



Board Referral 2024.12

1220 Natividad Road Alternative Use Analysis

This property is a potential site for commercial use to generate revenue. The options are to dispose the property "as is," and to develop to suite a leading potential use.

EXISTING SITE

Site Size	70,000 SF (1.67 Acres)
Topography	Rear or sight is sloping
Building Size	3,497 SF
Former Use	Print Shop
Nearby Commercial	31,000 SF Strip Mall
Zoning	Public / semi-public use

LEADING FUTURE DEVELOPMENT

Building Size	6,000 SF
Floor Area Ratio	0.08
Parking Spaces	120
Leading Future Use	Quick service casual restaurants and gas stations/convenience stores; drive through facilities
Example Businesses	Dutch Bros, Starbucks, Qdoba, Wendy's, Chipotle, McDonald's

Estimated Revenue & Costs

$6,162,600
Stabilized Property Value

—

$3,601,600
Potential Development Costs

$2,561,000
Estimated Revenue Generation if the Property is Sold

OR

$192,000 to $205,000
Estimated Annual Ground Rent if the Property is Ground Lease

Board Referral 2024.18

970 Circle Drive Alternative Use Analysis

As part of the study for Juvenile Hall Build Out, this referral requests a review of options for Youth Center repurposing at a future date.

Key considerations include:

- **Limited market demand** or financially feasible options for retail, office, or other market-rate land uses at the site
- This property could be contributed for farmworkers housing or other types of **affordable housing**; however, affordable housing development is unlikely to support payment for County-owned property. Any affordable housing project at Laurel Yard would likely require:
  - County land dedication
  - Local incentives (e.g., impact fee waivers)
  - Other County funds, such contributions to site preparation/demolition
- County funds required to develop **middle- or moderate-income "workforce housing"** could be more substantial. These projects are not typically eligible for federal Low Income Housing Tax Credits (the primary source of financing for affordable housing developments in California).

County of Monterey

Board Report

Legistar File Number: OBM 26-003

Item No.13

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **January 13, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in ~~January 2025~~ ~~July 2025~~ August 2025.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in ~~July 2025~~ August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. The project is now fully funded with additional $50,000 is proposed for funding allocated to the project during the FY26 CIP. Construction site work is underway and the project including art panels is expected to be completed by January 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in ~~January 2025~~ ~~July 2025~~ August 2025.	Pending
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.Proposed completion date in 2026.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark. Pending grant funding.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors has been scheduled to review the Facilities Master Plan that will include options for reuse of Laurel Yard for the Board to consider. The Board's direction from this workshop will ultimately be incorporated into the FMP and fulfill this referral. Proposed completion Winter 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. Staff will provide an update to the Board on February 3, 2026.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025. Proposed completion date in October 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date. Proposed completion date of December 31, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in ~~Summer 2025~~ Early 2026.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in October 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response on October 7, 2025.	Pending
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Jimenez	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025. Staff was directed to return with a more comprehensive analysis of referral and anticipated effort for completion in September 2025.	Pending
34	2025.07	8/5/2025	Alejo	PWFP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
36	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
37	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025.	Pending
38	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
39	2025.12	10/14/2025	Church	CAO		Paolinelli/Vaughn	Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities. Staff provided a preliminary response on December 10, 2025. An Ad Hoc Committee has been established by the Board. **The referral was deemed complete by the referring supervisor on January 8, 2026.**	**COMPLETE**
40	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
41	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
42	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
43	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026. Staff will provide a preliminary response on January 27, 2026.	Pending
44	2025.17	11/18/2025	Askew	CAO		Chiulos/Hollingsworth	Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition	The purpose of this referral is to consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making. Staff will provide a preliminary response on January 6, 2026. **The referral was deemed complete by the referring supervisor on January 8, 2026.**	**COMPLETE**

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
45	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
								Completed by Executive Assistant on January 8, 2026.	

County of Monterey

Board Report

Legistar File Number: OBM 26-004

Item No.14

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-005

Item No.15

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

January 13, 2026

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-019

Item No.

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

January 13, 2026

Introduced: 1/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2026 Board of Supervisors Meeting Schedule

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

)

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2026……

The Board will meet on Wednesday, May 27, 2026, at 9:00 a.m. and Thursday, May 28, 2026, at 9:00 a.m. for Budget Hearings and will meet each Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 6, 2026
January 13, 2026
January 27, 2026
February 3, 2026
February 10, 2026
February 13, 2026, Legislative Workshop – Friday
March 6, 2026 BOS/Department Head Retreat – Friday
March 10, 2026
March 17, 2026
March 24, 2026
April 7, 2026 – Budget Workshop
April 14, 2026
April 21, 2026
April 28, 2026
May 5, 2026
May 12, 2026
May 19, 2026
May 27, 2026 Budget Hearings – Wednesday
May 28, 2026 Budget Hearings – Thursday
June 2, 2026
June 9, 2026
June 16, 2026 Budget Adoption and other agenda items
June 23, 2026
June 25, 2026 Executive Performance Evaluations -Thursday
June 26, 2026 Executive Performance Evaluations – Friday (If needed)
July 7, 2026
August 11, 2026
August 18, 2026
August 25, 2026
September 1, 2026
~~September 8, 2026~~ Labor Day
September 15, 2026
September 22, 2026
September 29, 2026
October 13, 2026
October 20, 2026
October 27, 2026
November 3, 2026
November 17, 2026
December 8, 2026
December 9, 2026 Executive Performance Evaluations – Wednesday
December 15, 2026

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

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 20, 2026	Martin Luther King's Day
February 17, 2026	President's Day
February 24, 2026	NACo Legislative Conference, Washington, D.C
~~March 4, 2026~~ March 3, 2026	Department Head Retreat
March 31, 2026	Cesar Chavez Day
May 26, 2026	Memorial Day
June 30, 2026	Fifth Tuesday
July 14, 2026	Summer Recess
July 21, 2026	Summer Recess/2026 NACo Legislative Conference (July 17-20, New Orleans, LA)
July 28, 2026	Summer Recess
August 4, 2026	Summer Recess
September 8, 2026	Labor Day
October 6, 2026	Fall Break
November 10, 2026	Veterans Day
November 24, 2026	Thanksgiving
December 1, 2026	Thanksgiving
December 22, 2026	Winter Break
December 29, 2026	Winter Break

PASSED AND ADOPTED on this 23rd day of September 2025 upon motion of Supervisor Luis A. Alejo and seconded by Supervisor Glenn Church, by the following vote, to-wit:

AYES: Supervisor Lopez, Root Askew, Daniels, Alejo and Church
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 23, 2025. .

Revised date: October 9, 2025
Legister File ID No. 25-654
Agenda Item No. 43

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

By Valerie Ralph
Valerie Ralph, Clerk of the Board

Introduced: 12/8/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Zero-Cost Vehicle Use Agreement between The California Department of Health Care Services ("DHCS") (Grantor) and the County of Monterey Health Department (Grantee) for the rights to use DHCS property and vehicles by the Behavioral Health Bureau Mobile Crisis staff retroactive to July 1, 2025 for the full term of July 1, 2025 through June 30, 2031, with no impact on the General Fund; and
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Zero-Cost Vehicle Use Agreement between The California Department of Health Care Services ("DHCS") (Grantor) and the County of Monterey Health Department (Grantee) for the rights to use DHCS property and vehicles by the Behavioral Health Bureau Mobile Crisis staff retroactive to July 1, 2025 for the full term of July 1, 2025 through June 30, 2031, with no impact on the General Fund; and
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services.

SUMMARY:

DHCS established the Behavioral Health Continuum Infrastructure Program (BHCIP) Round One Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU). The vehicles are used for Mobile Crisis response to individuals in crisis throughout Monterey County, 24/7.

DISCUSSION:

The County of Monterey Behavioral Health Bureau accepted a BHCIP Round One grant to purchase Crisis Care Mobile Unit (CCMU) vehicles. Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who was acting as DHCS's agent to administer Round One grants. The grant period was from September 1, 2021 through June 30, 2025.

Grant funds were used by Grantee to purchase vehicles necessary for Mobile Crisis teams to be able to reach and serve individuals in crisis throughout Monterey County 24/7, while meeting response time mandated by the state. Additionally, the grant helped expand Mobile Crisis Field Operation infrastructure through the acquisition of vehicles and vital equipment, and training.

Service calls are received by Family Service Agency of the Central coast, who operate our Community Crisis line and 988 numbers. Calls are triaged based on caller need, to include referrals to behavioral health services, and/or dispatch mobile crisis response teams as needed to individuals in the community experiencing a mental health crisis. Additionally, Mobile Crisis Teams respond to calls as requested by law enforcement.

This grant is retroactive to July 1, 2025 and ends on June 30, 2031. Retroactive status is due to a delay in DHCS providing the Zero-Cost Vehicle Use Agreement, which was recently received.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
The Zero-Cost Vehicle Use Agreement does not provide further funding; therefore, approval of this action has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will continue to help create accessibility to mental health care during a crisis in various settings, including underserved areas, while reducing the need for emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

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

Prepared by: Sandra Cortez, Management Analyst II, 755-4694
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Zero-Cost Vehicle Use Agreement Number 25-50262

Introduced: 12/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Zero-Cost Vehicle Use Agreement between The California Department of Health Care Services ("DHCS") (Grantor) and the County of Monterey Health Department (Grantee) for the rights to use DHCS property and vehicles by the Behavioral Health Bureau Mobile Crisis staff retroactive to July 1, 2025 for the full term of July 1, 2025 through June 30, 2031, with no impact on the General Fund; and
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Zero-Cost Vehicle Use Agreement between The California Department of Health Care Services ("DHCS") (Grantor) and the County of Monterey Health Department (Grantee) for the rights to use DHCS property and vehicles by the Behavioral Health Bureau Mobile Crisis staff retroactive to July 1, 2025 for the full term of July 1, 2025 through June 30, 2031, with no impact on the General Fund; and
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services.

SUMMARY:
DHCS established the Behavioral Health Continuum Infrastructure Program (BHCIP) Round One Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU). The vehicles are used for Mobile Crisis response to individuals in crisis throughout Monterey County, 24/7.

DISCUSSION:
The County of Monterey Behavioral Health Bureau accepted a BHCIP Round One grant to purchase Crisis Care Mobile Unit (CCMU) vehicles. Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who was acting as DHCS's agent to administer Round One grants. The grant period was from September 1, 2021 through June 30, 2025.

Grant funds were used by Grantee to purchase vehicles necessary for Mobile Crisis teams to be able to reach and serve individuals in crisis throughout Monterey County 24/7, while meeting response time mandated by the state. Additionally, the grant helped expand Mobile Crisis Field Operation infrastructure through the acquisition of vehicles and vital equipment, and training.

Service calls are received by Family Service Agency of the Central coast, who operate our Community Crisis line and 988 numbers. Calls are triaged based on caller need, to include referrals to behavioral health services, and/or dispatch mobile crisis response teams as needed to individuals in the community experiencing a mental health crisis. Additionally, Mobile Crisis Teams respond to calls as requested by law enforcement.

This grant is retroactive to July 1, 2025 and ends on June 30, 2031. Retroactive status is due to a delay in DHCS providing the Zero-Cost Vehicle Use Agreement, which was recently received.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
The Zero-Cost Vehicle Use Agreement does not provide further funding; therefore, approval of this action has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will continue to help create accessibility to mental health care during a crisis in various settings, including underserved areas, while reducing the need for emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

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

Prepared by: Sandra Cortez, Management Analyst II, 755-4694
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Zero-Cost Vehicle Use Agreement Number 25-50262

D: 4260-2550262

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50262	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Monterey, Health Department

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2031

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

4. 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.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ -	Exhibit D	Special Terms and Conditions	40
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Contractor's Release	2
+ -	Exhibit G	Business Associate Addendum	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Monterey, Health Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1270 Natividad Road	Salinas	CA	93906

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

In Process

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50262	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per: W&I 5960.25		

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Zero-Cost Vehicle Use Agreement

1. Use Overview

The California Department of Health Care Services ("DHCS") agrees to provide the County of Monterey, Health Department ("Grantee") with the rights to use DHCS property and vehicles as described in this Agreement ("Agreement"). DHCS oversees the Behavioral Health Continuum Infrastructure Program (BHCIP) pursuant to Cal. Welf. & Inst. Code §§5960-5960.4. DHCS established the BHCIP Round 1 Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU).

DHCS awarded the Grantee a BHCIP Round 1 grant to purchase vehicles necessary for CCMU teams to be able to reach and serve individuals in crisis located in the City of Salinas, County of Monterey, State of California, and to operate the specific vehicles for their intended purposes identified in Grantee's grant application. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicles as specified in this Agreement.

The grant for Grantee's vehicles are funded through State General Funds (SGF). As part of DHCS's grant award to Grantee, Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who is acting as DHCS's agent to administer Round 1 grants, to undertake Grantee's purchase of CCMU vehicles. This Agreement between DHCS and Grantee provides additional obligations the Grantee has to DHCS as a condition of receiving all funds, keeping vehicles purchased with grant funds under Grantee's contract with AHP, and in order to comply with the requirements of the statutes governing BHCIP and the SGF.

This Agreement hereby incorporates by reference the provisions set forth in Prime Contract AHP-21-10349, as applicable to this Agreement. The applicable provisions set forth in AHP-21-10349 shall survive the termination of AHP-21-10349 for purposes of this Agreement. The provisions in this Agreement shall supersede any conflicting provisions in AHP-21-10349.

It is the intent of the parties that Grantee, and any subsequent owners of the vehicles, continue to be bound by the requirements of the BHCIP statutes and this Agreement for a period of six (6) years from the effective date of this Agreement. The BHCIP statutes, as written on the date of this agreement, are hereby incorporated by reference into this agreement.

The term of this Agreement is for six (6) years after the effective date of this Agreement. During this period, the Grantee shall:

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

A. Ensure that upon the earlier of (i) the termination or expiration of the Agreement term, or (ii) upon the vehicle becoming non-operational, the Grantee will do the following within ninety (90) days:
   1. Sale of the Vehicle: The Grantee will arrange for the sale of the Vehicle at fair market value. Grantee will obtain prior written consent from DHCS prior to sale of the Vehicle.

   2. Use of Proceeds: The proceeds from the sale or disposition of the Vehicle will be used exclusively for BHCIP purposes consistent with Cal. Welf. & Inst. Code §5960 et seq. The Grantee will provide documentation reasonably satisfactory to DHCS confirming that the proceeds were used for BHCIP purposes.

   3. "Non-operational" means the vehicle is no longer functioning, no longer serviceable, not cost worthy to repair, uninsurable, or determined to be a total loss by insurance.

   4. The provisions under this Section 1(A) shall survive the expiration or termination of this Agreement.

B. Ensure that the vehicles are maintained, at the Grantee's expense, in good condition and to arrange for necessary repairs and maintenance during the Agreement term.

C. Ensure that Grantee has provided, maintained, and certified automobile liability insurance is in effect during the term of this Agreement or any extension period during which the vehicles remain in the Grantee's possession, and as specified in AHP-21-10349.

D. Ensure that if, during the term of this Agreement and until the sale or insurance total loss of the vehicles, they are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Grantee will remain financially responsible for the fair market value of the vehicles at the time of loss. The Grantee will notify DHCS within 10 days of any of these events.

E. Ensure that Grantee agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the vehicles during the term of this Agreement, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the vehicles, or on the use, ownership, possession, transportation, delivery, or operation of the same. Grantee agrees to reimburse DHCS for the full costs, expenses, taxes, fees, and other charges paid by DHCS in which Grantee is obligated to pay.

F. Ensure that all operators of the vehicles must hold a valid State of

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

California driver's license. In the event that ten or more passengers are to be transported in each vehicle, the operator must also hold a State of California Class B driver's license.

G. Ensure that the vehicles remain the property of DHCS, or its nominees, successors, or assigns, at all times during the term of this Agreement. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicle for the purposes specified in this Agreement. The Lessee must not assign, transfer, sublet, sell, or encumber the Vehicle in any way without the prior written consent of DHCS.

H. Ensure that the vehicles are used in compliance with the requirements set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.A of this Agreement;

I. Ensure that the vehicles are used in compliance with requirements governing the SGF.

J. Comply with the change of vehicle use requirements contained in Section 5.B. of this Agreement, if applicable;

K. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.C. of this Agreement;

L. Provide DHCS access to the vehicles, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.D. of this Agreement;

M. Provide DHCS with reports in the manner and frequency set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.E. of this Agreement; and

N. Comply with any and all applicable rules and laws, including those governing the disposition of property in the event that Grantee elects to transfer use rights to the vehicles.

2. Use Location

The vehicles must be used within the State of California.

3. Use Hours

The vehicles must be used during normal Grantee working hours and days.

4. Authorized Representatives

A. The authorized representatives during the term of this Agreement will be:

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Department of Health Care Services	**County of Monterey, Health Department**
Contract Manager: Laurice Artap Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Contract Manager: Melanie Rhodes Telephone: (831)796-1742 Email: RhodesM@countyofmontereyca.gov

B. Direct all inquiries to:

Department of Health Care Services	**County of Monterey, Health Department**
Community Service Division, Behavioral Health Expansion Branch Attention: Laurice Artap Mail Station Code 2635 P.O Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Attention: Kelley Molton 1270 Natividad Road Salinas CA, 93906 Telephone: (831) 796-1715 Email: Moltonk@countyofmonterey.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Uses to be Allowed

A. Operation of the vehicles

For the term of this Agreement, the Grantee must comply with the following requirements:

1. Operate the vehicles in accordance with all applicable requirements in Cal. Welf. & Inst. Code §§5960-5960.4;

2. Operate the vehicles for the type of behavioral health services identified in the Grantee's DHCS approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 5.B below;

3. Accept Medi-Cal beneficiaries; and

4. Operate the vehicles in compliance with all applicable requirements governing the SGF.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

B. Change in Vehicle Use

If Grantee wants to change the type of behavioral health services that it serves with the vehicles to something other than what was approved in the Grantee's BHCIP grant application, the Grantee must submit a written request to DHCS prior to making such a change.

The Grantee's written request must:

1. Identify the desired type of behavioral health service;

2. Explain the need for the proposed change;
3. Identify any licenses, certifications, modifications, staff, or any other requirement that the Grantee must obtain before being able to make the proposed change; and

DHCS has absolute discretion to permit or deny the request and may require the Grantee to provide additional information to evaluate the Grantee's request.

C. Record Retention

1. The Grantee must maintain books, accounting records, client records, and other documents, in a manner sufficient to properly reflect all direct and indirect costs of operating the vehicles during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. The Grantee's records and each vehicle's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.

3. The Grantee agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, the Bureau of State Audits, or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the permissible uses and performance of this Agreement. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to permissible uses or performance of this Agreement (Cal. Gov. Code §8546.7, 2 CCR §1896.77).

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

4. The Grantee must preserve and make available its records (1) for a period of five years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. The Grantee may, at its discretion, following the expiration of this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit or obtain copies of said records, the Grantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

1. DHCS, or its authorized representatives, has the right at all reasonable times to inspect the vehicles. If DHCS exercises this right to inspect, the Grantee must provide access to the vehicles and will provide reasonable assistance for the safety and convenience of the DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

E. Reports to DHCS

Within 90 days of the end of each quarter [for the first three years of the term of this Agreement and on an annual basis thereafter], the Grantee must submit reports to DHCS to mailto:BHCIP@dhcs.ca.gov. The reports must include the following information:

1. Provide DHCS with proof of insurance for the vehicles annually or whenever there is a change in coverage.

2. Provide DHCS with proof of vehicle(s) maintenance, such as oil changes.

3. Annual Equipment/Property Inventory

   a. If the Grantee enters into an agreement with a term of more than twelve months, the Grantee must submit an annual inventory of state

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

equipment and/or property to the DHCS using a form or format designated by DHCS. If an inventory report form does not accompany this Agreement, the Grantee must request a copy from DHCS. The Grantee must:

i. Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
ii. Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by DHCS.
iii. Contact DHCS to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHCS.

b. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Grantee must provide a final inventory report of equipment and/or property to DHCS and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at Grantee's expense and according to DHCS' instructions. Equipment and/or property disposition instructions must be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

4. Performance Measures

a. Provide the county location of CCMU program.

i. What cities are served?
ii. What cities were served during the current time period?

b. Provide the following information regarding the vehicles in possession purchased with BHCIP funds:

i. Description (make/model)
ii. Date purchased
iii. Is the vehicle operational?
iv. The current odometer reading

c. Provide the hours of operation and the hours per week the CCMU services are available.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

d. Describe the makeup of your CCMU teams.

   i. Provide an organization chart
   ii. Identify the various positions of the CCMU team (i.e. Peer support staff, mental health clinician, etc.…)
   iii. Indicate how many staff are from each position.

e. Provide the total requests for CCMU services that resulted in a CCMU Team:

   i. Dispatched and CCMU services provided
   ii. Resolved without dispatching a CCMU team

f. Provide the age range of the total amount of unduplicated individuals served through dispatch.

g. Provide the number of all individuals receiving CCMU services through dispatch, for the reporting quarter, by previous experience with behavioral health care:

   i. Have never received behavioral health services before
   ii. Receive or have received SMI/SED services (full-service partnerships other SMI services
   iii. Receive or have received SUD services
   iv. Receive or have received some counseling or community based mental health services in the past.
   v. Other
   vi. Not reported

F. **Single Audit**

The grant for Grantee's vehicles is funded through State General Funds (SGF). Therefore, Grantee must comply with any and all applicable rules, including those governing the disposition vehicles in the event that Grantee elects to transfer ownership of the vehicles.

Furthermore, Grantee must comply with any and all of the California Department of Finance's SGF reporting requirements.

G. **Assignment of this Agreement Following the Transfer of Use Rights to the Vehicles**

If at any time during the term of this Agreement the Grantee sells, gifts, or otherwise transfers use rights of the vehicles, in whole or in part, the Grantee must ensure that, as a condition of the use rights transfer, the subsequent user of the vehicles complies with the terms of this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Prior to finalizing any transfer of use rights to the vehicles, the Grantee must request that DHCS formally amend this Agreement to assign the Grantee's obligations under this Agreement to the subsequent user of the vehicles.

This Agreement is not assignable by the Grantee, either in whole or in part, without the prior written consent of DHCS.

H. **Remedies**

If the Grantee violates any terms of this Agreement, DHCS or another department authorized to represent the State of California may impose a corrective action plan and/or take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following enforcement actions:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Wholly or partly suspend or terminate the grant award.
3. Withhold or deny further BHCIP awards to the Grantee.
4. Require the Grantee to forfeit and return all or part of the grant funds, including any interest, and/or
5. Require the Grantee to forfeit and return all unused grant funds, including any interest.
6. Specific performance.
7. Terminate this Agreement.

DHCS (or another department authorized to represent the State of California) may specify the timeframes and deadlines for the Grantee's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State of California) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

The provisions under this Section 5(H) will survive the expiration or termination of this Agreement.

6. DHCS Responsibilities

DHCS will oversee the change in vehicle use, record retention, monitoring, review of reports submitted, and remedies as identified in sections 5(B), 5(C), 5(D), 5(E), and 5(H) above.

7. Americans with Disabilities Act

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), and the implementing regulations, including 36 C.F.R. Part 1194 and 28 C.F.R. Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

8. 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 Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. WORD USAGE

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit B
Budget Detail and Payment Provisions

1. Payment

This is a non-financial, zero cost Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	21. Drug Free Workplace Act of 1988
2. Travel and Per Diem Reimbursement	22. Covenant Against Contingent Fees
3. Procurement Rules	23. Payment Withholds
4. Equipment / Property Ownership / Inventory / Disposition	24. Progress Reports or Meetings
5. Subcontract Requirements	25. Performance Evaluation
6. Income Restrictions	26. Officials Not to Benefit
7. Audit and Record Retention	27. Prohibited Use of State Funds for Software
8. Site Inspection	28. Use of Disabled Veteran's Business Enterprises (DVBE)
9. Federal Contract Funds	29. Use of Small, Minority Owned and Women's Businesses
10. Termination	30. Use of Small Business Subcontractors
11. Intellectual Property Rights	31. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	32. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	33. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	34. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	35. Public Communications
16. Dispute Resolution Process	36. Legal Services Contract Requirements
17. Subrecipient Compliance	37. Compliance with Statutes and Regulations
18. Human Subjects Use Requirements	38. Lobbying Restrictions and Disclosure Certification
19. Debarment and Suspension Certification	
20. Smoke-Free Workplace Certification	

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

The Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must 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.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

In Process

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

1. Amendment Process

A. This provision is in addition to provision 2 of Exhibit C, General Terms and Conditions (GTC 02/2025).
B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes must be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), the Centers for Medicare and Medicaid (CMS), or any other applicable regulatory agencies, is such approval(s) are required.

2. Termination for Convenience

A. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. **Note**: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

B. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

D. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

3. Insurance Requirements

Contractor must comply with the following insurance requirements:

A. General Provisions Applying to All Policies

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

1. Coverage Term

   Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal

   Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor 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 this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible & Other Costs

   Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

4. Primary Clause

   Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating

   All insurance companies must carry an A rating or better. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements

   Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance

   Inadequate or lack of insurance does not negate the Contractor’s obligations under the contract.

8. Subcontractors

   If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of Contractor.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

9. Certificate of Insurance

   The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability

Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies “per project/location” it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

C. Automobile Liability

Contractor must maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability

Contractor must maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Contract. Employer’s liability limits of $1,000,000 are required. The Workers’ Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

In Process

Contractor's Release

Instructions to Contractor:

Final Invoice(s)

Submit one original invoice signed by a person authorized to bind the Contractor. The original invoice may submitted and signed electronically using an authorized electronic signature in accordance with California State Administrative Manual 1240. The only authorized form of electronic signature is a digital signature that meets requirements under California Government Code 16.5 and California Secretary of State Regulations for Digital Signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of $ _____ and dated _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post-consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

In Process

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____

Printed Name/Title of Person Signing: _____

Date: _____

Distribution: Accounting (Original) Program

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate 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 purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall 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 infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, “DHCS Contacts”).

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: 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:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

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 counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting 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, materials, 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. The contractor further declares under penalty of perjury that they 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.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide 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 the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the 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 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

In Process

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or the Assistant Director of Health Services to execute Amendment No. 3 to Agreement A-16677 with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and preventative maintenance, extending the term for an additional one (1) year, with a new term of January 12, 2024, through December 31, 2028, and increasing the funds by $63,435.78 for a total aggregate Agreement amount of $235,164; and
b. Approve and authorize the Assistant Director of Health Services or Assistant Director of Health Services to sign up to three future amendments where the combined amendments do not exceed 10% ($23,516) of the original amount and does not significantly change the scope, total not to exceed a maximum of $258,680.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or the Assistant Director of Health Services to execute Amendment No. 3 to Agreement A-16677 with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and preventative maintenance, extending the term for an additional one (1) year, with a new term of January 12, 2024, through December 31, 2028, and increasing the funds by $63,435.78 for a total aggregate Agreement amount of $235,164; and
b. Approve and authorize the Assistant Director of Health Services or Assistant Director of Health Services to sign up to three future amendments where the combined amendments do not exceed 10% ($23,516) of the original amount and does not significantly change the scope, total not to exceed a maximum of $258,680.

SUMMARY:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

DISCUSSION:

The Consolidated Environmental Laboratory seeks approval to enter into an Amendment of their existing Agreement with Thermo Electron North America, LLC, to purchase, install, and maintain an Dionex Inuvion RFIC system. This Amendment will improve the Environmental Laboratory's customer service. The Inuvion is an ion analyzer for fluorides, nitrates, chlorides, and sulfates in water, which are some of the most requested tests by businesses and the public.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 32% by Public Health Environmental Lab fee revenue and 68% by Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Strategic Plan Goal of Well-Being and Quality of Life. The County of Monterey Health Department's ELAP-certified Consolidated Environmental Laboratory is essential for protecting public health by ensuring the safety of drinking water, food, and environmental resources. To meet increasing testing demands and detect harmful contaminants more effectively, the Environmental Laboratory seeks approval to acquire a Dionex Inuvion Ion Chromatograph, which will enhance efficiency and consolidate analyses.

_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: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

Introduced: 12/23/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or the Assistant Director of Health Services to execute Amendment No. 3 to Agreement A-16677 with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and preventative maintenance, extending the term for an additional one (1) year, with a new term of January 12, 2024, through December 31, 2028, and increasing the funds by $63,435.78 for a total aggregate Agreement amount of $235,164; and
b. Approve and authorize the Assistant Director of Health Services or Assistant Director of Health Services to sign up to three future amendments where the combined amendments do not exceed 10% ($23,516) of the original amount and does not significantly change the scope, total not to exceed a maximum of $258,680.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or the Assistant Director of Health Services to execute Amendment No. 3 to Agreement A-16677 with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and preventative maintenance, extending the term for an additional one (1) year, with a new term of January 12, 2024, through December 31, 2028, and increasing the funds by $63,435.78 for a total aggregate Agreement amount of $235,164; and
b. Approve and authorize the Assistant Director of Health Services or Assistant Director of Health Services to sign up to three future amendments where the combined amendments do not exceed 10% ($23,516) of the original amount and does not significantly change the scope, total not to exceed a maximum of $258,680.

SUMMARY:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

DISCUSSION:

The Consolidated Environmental Laboratory seeks approval to enter into an Amendment of their existing Agreement with Thermo Electron North America, LLC, to purchase, install, and maintain an Dionex Inuvion RFIC system. This Amendment will improve the Environmental Laboratory's customer service. The Inuvion is an ion analyzer for fluorides, nitrates, chlorides, and sulfates in water, which are some of the most requested tests by businesses and the public.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 32% by Public Health Environmental Lab fee revenue and 68% by Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Strategic Plan Goal of Well-Being and Quality of Life. The County of Monterey Health Department's ELAP-certified Consolidated Environmental Laboratory is essential for protecting public health by ensuring the safety of drinking water, food, and environmental resources. To meet increasing testing demands and detect harmful contaminants more effectively, the Environmental Laboratory seeks approval to acquire a Dionex Inuvion Ion Chromatograph, which will enhance efficiency and consolidate analyses.

_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: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA, LLC

THIS AMENDMENT NO. 3 to the Agreement is made by and between the COUNTY of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Thermo Electron North America, LLC.,** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, COUNTY and CONTRACTOR entered into an Agreement No. A-16677 in the amount of $170,522.40 for the term January 12, 2024, through December 31, 2027, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, on March 11, 2024, COUNTY and CONTRACTOR entered into Amendment No.1 in the amount of $171,628.32 due to an increase in cost, with no change in terms; and

WHEREAS, on May 2, 2024, COUNTY and CONTRACTOR entered into an Amendment No.2, decreasing the total Agreement by $657.97 due to a decrease in cost, for a total aggregate amount not to exceed $170,970.35; and

WHEREAS, COUNTY and CONTRACTOR wish to increase the funds by $63,435.78 for the purchase of laboratory equipment and preventative maintenance for a total aggregate amount not to exceed $234,406.13, replace Exhibit A-2 with Exhibit A-3, reflecting the updated Scope of Services, and extend the term for one (1) additional year, for a new term of January 12, 2024, through December 31, 2028; and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2.0, "Payment Provisions," shall be amended by removing** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $170,970.35" **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $234,406.13."

2. EXHIBIT A-2 Scope of Services/Payment Provisions is deleted and replaced in its entirety with Exhibit A-3 Scope of Services/Payment Provisions. All References in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3 Scope of Services/Payment Provisions.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

4. A copy of this Amendment No. 3 shall be attached to the original Agreement executed by the COUNTY on January 12, 2024.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed Amendment No.3 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	Thermo Electron North America, LLC
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: Signed by: Kadija Locklear CD7C3765A486462...
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: _____	
	Kadija Locklear, Contract Specialist
By: _____	Name and Title
Board of Supervisors (if applicable)	
Date: _____	Date: 12/5/2025 | 5:35 AM PST

Approved as to Form[1]

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...	By: DocuSigned by: linda wanke 16BCB7B13460440...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
Date: 12/12/2025 | 12:35 PM PST	
	Linda Wanke, Contract Specialist
Approved as to Fiscal Provisions[2]	Name and Title
By: DocuSigned by: Patricia Ruiz E79EF64557454F6...	
Auditor/Controller	Date: 12/10/2025 | 9:25 AM PST
Date: 12/15/2025 | 8:48 AM PST	

Approved as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

EXHIBIT A-3
To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Thermo Electric North America, LLC, 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.1.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.1.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends; on-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time; Annual Standard Preventive Maintenance visit and a Standard Preventive Maintenance Kit Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables.

A.1.4 CONTRACTOR shall install a Dionex Inuvion RFIC system with AS-DV autosampler, provide extended warranty for two additional years and a 12-month on-site corrective maintenance visits, including required factory certified replacement parts and labor with a target of three (3) business day on-site response time; an Annual Standard Preventive Maintenance visit and a Standard Preventive Maintenance Kit; Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$234,406.13** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

Item	Description	Unit Price	Qty	Unit Discount	Total
1.1	BRE731344 Country: DE iCAP RQplus (C1, iMR) AGD The iCAP RQplus ICP-MS (iMR) with one QCell MFC comes with Argon Gas Dilution Capability and has one 1000 mL/min additional mass flow controller. The instrument includes a PC system with a monitor. Includes one Peak Width feature card (BRE0014030) (Requires Qtegra ISDS Software - ordered separately.)	$175,00.00	1	$64,824.00	$110,376.00
1.2	BRE0003260 CETA Model ASX560 Autosampler The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments	$10,100.00	1	$2,323.00	$7,777.00
1.3	121123010000008 TF2500 Air Cooled Chiller (208V/60Hz) TF2500 Air Cooled Chiller (208V/60Hz) ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C.	$8,200.00	1	$1,886.00	$6,314.00
1.4	BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat Pre-Inst. Kit iCAP Qnova Series – HazMat Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions.	$1,050.00	1	$262.50	$787.50
1.5	BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS. This Qtegra ISDS Software package is required for operation of the main instrument and includes 1 instrument seat and 3 desktop seats for off-line data processing.	$7,430.00	1	$2,303.30	$5,126.70
1.6	BRE0006798 iCAPQnova CountKit NA iCAPQnova CountKit NA Power cords for iCAP Qnova Series (ICP-MS) instruments for North America.	$159.00	1	$55.65	$103.35
1.7	702-023402 2 DAYS TEA ONSITE SUPPORT 2 DAYS TEA ONSITE SUPPORT	$6,600.00	1	$6,600.00	$ -
1.8	C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X, Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systemsas well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$1,300.00	1	$332.50	$997.50
1.9	C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS 5.0 kVA Single-Phase Power Conditioners can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate	$5,60.00	1	$1,163.80	$3,896.20

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

	the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered.				
1.10	1323760 iCAP Q/Qnova Calibration Solution Calibration solution for mass calibration and detector setup. For use with iCAP Q/ Qnova Series ICP-MS.	$573.00	1	$177.63	$395.37
1.11	1323770 iCAP Q/RQ TUNE solution Tune solution for tuning of the iCAP Q/RQ/RQplus ICP-MS Instruments	$382.00	1	$118.42	$263.58
1.12	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ -	$ 0.01
1.13	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$ -	$ -
1.14	701-061314 Fac War PM - iCAP RQ plus Factory Warranty Preventive Maintenance - iCAP RQ plus	$5,991.00	1	$1,377.93	$4,613.07
1.15	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$3,635.38	$12,170.62
1.16	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ -	$ 0.01
				Subtotal	$152,820.91
				Total taxable items	$136,037.22
				Total taxes at 9.25%	$12,583.44
				Shipping	$5,566.00
				Agreement Amount	**$170,970.35**

`

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

Inuvion for Anions					
Item	**Description**	**Unit Price**	**Qty**	**Unit Discount**	**Total**
1.1	22185-60108 **Inuvion for Anions** PROD,INUVION,SYSTEM,+RFIC,DGS,CD Thermo Scientific Dionex Inuvion IC system with RFIC. The Thermo Scientific Dionex Inuvion RFIC system is an integrated, high-pressure	$34,900.00	1	$ 12,180.10	$ 22,719.90
1.2	701-086201 YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY Factory warranty for service parts required to perform repairs during years 2 and 3 after the date of instrument installation	$ 0.01	2	$ -	$ 0.02
1.3	B51004313 PROD,AS-DV,CH Thermo Scientific Dionex AS-DV Autosampler for 5 mL vials The Thermo Scientific Dionex AS-DV Autosampler is a robust, random access fullloop injection autosampler that simplifies routine ion chromatography applications and supports automated sample filtration. Includes: • Vial holder for 5.0 vials (P/N 068947) Features: • Support for up to 50 x 5 mL vials, which can be ordered with plain caps (P/N 039532) or with 20 µm filtercaps to automatically filter every injection (P/N 038141) • Chemically inert, metal-free PEEK flow path • Injection volumes from 0.1 to 5.0 µL	$11,500.00	1	$ 4,013.50	$ 7,486.50
1.4	038141 PolyVials+Filter Caps, 250 each, 5mL PolyVials and Filter Caps (20 µm), 250 each for 5.0 mL vials	$ 151.00	1	$ 27.18	$ 123.82
1.5	22185-62707 KIT,ELUENT MONITOR,2L,INUVION Thermo Scientific Eluent Monitor for 2 L bottles. The Thermo Scientific Eluent Monitor ensures high instrument uptime and prevents errors by continually monitoring remaining eluent levels. • Supports up to three 2 L or 250 mL eluent bottles • Eluent bottle lights up when eluent level is low or insufficient to complete the current sequence • Customizable alerts and actions using Chromeleon CDS • Completely external sensors to prevent contamination of eluent	$ 695.00	1	$ 242.56	$ 452.44
1.6	22185-62400 KIT,OVEN,COLUMN,INUVION Thermo Scientific Dionex Inuvion Column Heater. The Thermo Scientific Dionex Inuvion Column Heater stabilizes operating conditions to deliver consistent separations by providing precise temperature control over a wide temperature range with fast heat-up times. • Supports 2mm to 5mm guard and separator columns • 10 to 60 ˚C, minimum 5 ˚C above ambient • Includes column clips	$ 1,760.00	1	$ 614.24	$ 1,145.76

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

1.7	B51000232 KIT,VIPER,INUVION,PRECISION,CD Thermo Scientific Dionex Inuvion PEEK Viper Fittings Kit. The Dionex IC PEEK Viper™ fittings kit for Inuvion simplifies connections between regularly changed consumables by removing the need to use tools or learn specific connection procedures. Includes parts for:• Guard column outlet to 250 mm separator column inlet (76 mm) • Guard column outlet to 150 mm separator column inlet (140 mm) • Separator column outlet to suppressor inlet (140 mm) • Suppressor outlet to cell inlet (203 mm) • Suppressor outlet to CRD inlet (140 mm) • CRD outlet to cell inlet (140 mm)	$ 464.00	1	$ 161.94	$ 302.06
1.8	088662 Dionex CR-ATC 600 Trap Column Dionex™ CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems	$ 1,680.00	1	$ 655.20	$ 1,024.80
1.9	075778 PROD,KOH,EGC 500 Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	$ 2,260.00	1	$ 881.40	$ 1,378.60
1.10	076035 PROD,COL,IP,AG18-FAST-4UM,4X30MM The Dionex IonPac AG18-Fast-4µm guard column is optimized for use with the Dionex IonPac AS18-Fast-4µm column.	$ 661.00	1	$ 257.79	$ 403.21
1.11	076034 PROD,COL,IP,AS18-FAST-4UM,4X150MM The Dionex IonPac AS18-Fast-4µm columns are high-capacity, hydroxide-selective anion-exchange columns with the same selectivity as the Dionex IonPac AS18 column. Their shorter format is conducive to faster flow rates that can significantly reduce the run times of common inorganic anions and low molecular weight organic acids in diverse sample matrices. Compared to the standard Dionex IonPac AS18-Fast column, this new ion-exchange column uses smaller resin particles for more efficient separations resulting in more accurate peak integration and more reliable results. A high-pressure IC system is required to operate this column under standard conditions.	$ 2,040.00	1	$ 795.60	$ 1,244.40
1.12	060001 PROD,ANION,4MM,NGES-A-4 mm	$ 1,520.00	1	$ 592.80	$ 927.20
1.13	038677 SVC,INSTAL,APPL,DX-SPRT,DAY	$ 0.01	1	$ -	$ 0.01
1.14	7350.0104A CM LICENSE CODE: NEW Required for all new Chromeleon 7.3 or later installations and includes: • New license Code • Installation media • Chromeleon box	$ 0.01	1	$ -	$ 0.01

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

1.15	7100.0108 CHROMELEON SINGLE EDITION (SE) Provides one client and enables control of one Thermo Scientific instrument and: • includes Instrument Controller, Class 1 Instrument license, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection • must be ordered with 7050.0104A or one of its variants • can only be used for Workstation installations	$ 5,230.00	1	$ 1,621.30	$ 3,608.70
1.16	960708 CBL,3COND,LINE CORD,US,RoHS Power Cord US	$ 15.70	3	$ 5.48	$ 30.66
1.17	701-061562 Yr 2/3 Extended War-Inuvion RFIC •Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. •On-site corrective maintenance visits including labor and travel with a target of three (3) business days on-site response time (parts are covered by Factory Warranty) •Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit •Priority status for technical support telephone inquiries •10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	$ 4,841.00	2	$ 1,689.51	$ 6,302.98
1.18	701-016800 Yr 2or3 Ext War AS-DV Yr 2 or 3 Extended Warranty - AS-DV for 5.0ml vials • Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. • On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Priority status for technical support telephone inquires• 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty	$ 1,229.00	2	$ 282.67	$ 1,892.66
2	702-026401 1 DAY IC ONSITE SUPPORT	$ 5,690.00	1	$ 1,650.10	$ 4,039.90
				Subtotal	**$ 80,738.14**
				Promotions/Discounts	$ (27,654.50)
				Subtotal less discounts	**$ 53,083.64**
				Taxable items	**$ 44,887.97**
				Total taxes at 9.25%	**$ 4,152.14**
				Shipping	**$ 1,200.00**
				Agreement Amount	**$ 58,435.78**
				Prior Agreement Total	**$ 170,970.35**
	Additional costs and expenses for products necessary and authorized by the County of Monterey Public Health Laboratory Director.				**$ 5,000.00**
				Total Not to Exceed Agrement Amount	**$ 234,406.13**

There shall be no travel reimbursement allowed during this Agreement.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

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.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@countyofmonterey.gov

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: AFB62C4A-66DD-4E4E-B45F-9610056B1526

AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA,
LLC

THIS AMENDMENT No. 2 to the Agreement is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "County"), and **Thermo Electron North America, LLC** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, County and CONTRACTOR entered into an Agreement No. A-16677 in the amount of $170,522.40 for the term January 12, 2024, through **January 31, 2027**, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, on March 11, 2024, County and CONTRACTOR entered into Amendment No.1 in the amount of $171,628.32 for the term January 12, 2024, through **January 31, 2027**, due to an increase in cost; and

WHEREAS, County and CONTRACTOR wish to amend this Agreement for a new Agreement amount not to exceed $170,970.35, due to the decrease in cost; and

WHEREAS, County and CONTRACTOR wish to keep the same terms and delete and replace Exhibit A-1 with Exhibit A-2, reflecting the decrease in cost; and

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2.0, "Payment Provisions," shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $171,628.32." **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $170,970.35".

2. EXHIBIT A-1 Scope of Services/Payment Provisions is deleted and replaced in its entirety with EXHIBIT A-2 Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2 Scope of Services/Payment Provisions.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on January 12, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed Amendment

DocuSign Envelope ID: AFB62C4A-66DD-4E4E-B45F-9610056B1526

No.1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: DocuSigned by: Debra Wilson 7B74197AA0D41B...	
Contracts/Purchasing Officer	Thermo Electron North America, LLC
Date: 5/1/2024 | 4:17 PM PDT	Contractor's Business Name*
By: DocuSigned by: C7A30BA59CA8423...	By: DocuSigned by: kadija locklear C23888B9BA98413...
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: 5/2/2024 | 10:49 AM PDT	Kadija Locklear, Contract Specialist
By:	Name and Title
Board of Supervisors (if applicable)	
Date:	Date: 4/26/2024 | 7:59 AM PDT

Approved as to Form[1]

By: DocuSigned by: Shane Eben Strong A9006E208761419...	By: DocuSigned by: linda wanke 16BCB7B13460440...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
Date: 4/30/2024 | 12:23 PM PDT	Linda Wanke, Contract Specialist
	Name and Title
Approved as to Fiscal Provisions[2]	
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...	Date: 4/26/2024 | 8:12 AM PDT
Auditor/Controller	
Date: 5/1/2024 | 7:30 AM PDT	

Approved as to Liability Provisions[3]

By:

Risk Management

Date:

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

EXHIBIT A-2
To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, 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.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends; on-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time; Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and Consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$170,970,35** 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:

Item	Description	Unit Price	Qty	Unit Discount	Total
1.1	BRE731344 Country: DE iCAP RQplus (C1, iMR) AGD The iCAP RQplus ICP-MS (iMR) with one QCell MFC comes with Argon Gas Dilution Capability and has one 1000 mL/min additional mass flow controller. The instrument includes a PC system with a monitor. Includes one Peak Width feature card (BRE0014030) (Requires Qtegra ISDS Software - ordered separately.)	$175,000.00	1	$64,824.00	$110,376.00
1.2	BRE0003260 CETA Model ASX560 Autosampler The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments	$10,100.00	1	$2,323.00	$7,777.00
1.3	121123010000008 TF2500 Air Cooled Chiller (208V/60Hz) TF2500 Air Cooled Chiller (208V/60Hz) ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C.	$8,200.00	1	$1,886.00	$6,314.00
1.4	BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat Pre-Inst. Kit iCAP Qnova Series – HazMat Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions.	$1,050.00	1	$262.50	$787.50
1.5	BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS. This Qtegra ISDS Software package is required for operation of the main instrument and includes 1 instrument seat and 3 desktop seats for off-line data processing.	$7,430.00	1	$2,303.30	$5,126.70
1.6	BRE0006798 iCAPQnova CountKit NA iCAPQnova CountKit NA Power cords for iCAP Qnova Series (ICP-MS) instruments for North America.	$159.00	1	$55.65	$103.35
1.7	702-023402 2 DAYS TEA ONSITE SUPPORT 2 DAYS TEA ONSITE SUPPORT	$6,600.00	1	$6,600.00	$ 0.00
1.8	C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X, Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systems as well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$1,330.00	1	$332.50	$997.50
1.9	C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS 5.0 kVA Single-Phase Power Conditioners can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered.	$5,60.00	1	$1,163.80	$3,896.20

1.10	1323760 iCAP Q/Qnova Calibration Solution Calibration solution for mass calibration and detector setup. For use with iCAP Q/ Qnova Series ICP-MS.	$573.00	1	$177.63	$395.37
1.11	1323770 iCAP Q/RQ TUNE solution Tune solution for tuning of the iCAP Q/RQ/RQplus ICP-MS Instruments	$382.00	1	$118.42	$263.58
1.12	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ 0.00	$ 0.01
1.13	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$ 15,806.00	$ 0.00
1.14	701-061314 Fac War PM - iCAP RQ plus Factory Warranty Preventive Maintenance - iCAP RQ plus	$5,991.00	1	$1,377.93	$4,613.07
1.15	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$3,635.38	$12,170.62
1.16	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ 0.00	$ 0.01
				Subtotal	$152,820.91
				Total taxable items	$136,037.22
				Total taxes at 9.25%	$12,583.44
				Shipping	$5,566.00
				Not to Exceed Amount	**$170,970.35**

Upon completion of deliverables, please submit invoices.

FY 23-27 $170,970.35

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTOR'S 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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA,
LLC

THIS AMENDMENT No. 1 to the Agreement is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "County"), and **Thermo Electron North America, LLC.** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, County and CONTRACTOR entered into an Agreement No. A-16677 in the amount of $170,522.40 for the term January 12, 2024, through December 31, 2027, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, County and CONTRACTOR wish to increase funds by $1,105.92 due to the increase in cost for a new Agreement amount not to exceed $171,628.32; and

WHEREAS, County and CONTRACTOR wish to keep the same terms and delete and replace Exhibit A with Exhibit A-1, reflecting the increase in cost; and

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2.0, "Payment Provisions", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $171,522.40." **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $171,628.32".

2. **EXHIBIT A** – Scope of Services/Payment Provisions, is deleted and replaced in its entirety with AMENDMENT NO. 1 to EXHIBIT A – Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A–1 Scope of Services/Payment Provisions.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on January 12, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed Amendment

No.1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	Thermo Electron North America, LLC
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	By: DocuSigned by: Kadija Locklear C23888B9BA98413...
By: DocuSigned by: C7A30BA59CA8423...	(Signature of Chair, President, or Vice-President) *
Department Head (if applicable)	Kadija Locklear, Contract Specialist
Date: 3/11/2024 | 11:45 AM PDT	Name and Title
By: _____	Date: 3/7/2024 | 9:13 AM PST
Board of Supervisors (if applicable)	
Date: _____	

Approved as to Form[1]

By: DocuSigned by: 65EE9F1502BD412...	By: DocuSigned by: linda wanke 10BCB7B13460440...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
Date: 3/8/2024 | 8:53 AM PST	Linda Wanke, Contract Specialist
	Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...	Date: 3/7/2024 | 1:53 PM PST
Auditor/Controller	
Date: 3/8/2024 | 2:51 PM PST	

Approved as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

EXHIBIT A-1
To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, 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.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends; on-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time; Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and Consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$171,628.32** 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:

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

Item	Description	2023 Price	2024 Price	Qty	Total
1.1	**BRE731344** **iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas** Includes one Peak Width feature card (BRE0014030) to allow <1u mass resolution above 220u ICP-MS subject to export control in certain territories. Complete ICP-MS analysis system to include: - Digital, solid state 27 MHz RF-generator with full PC control giving continuously variable power from 380 W to 1600 W - Computer controlled gas control for all plasma gases - One 1000 mL/min (PN 1271870) additional MFC for the addition of make-up gases andone Additional Gas Dilution (AGD) kit - Option to add one further additional MFC to the system - Bench height, open architecture sample introduction system comprising glass concentric nebulizer (400 µL/min at the default peristaltic pump rate) and quartz cyclonic spray chamber (software-controlled Peltier cooling, -10 to 20°C) - Close-coupled, compact, low pulsation, 12 roller, 4 channel mini-pump with metal freerollers, EasyClick automatic tubing tensioning system and bubble sensor to protect from unnecessary loss of sample- Push-in, unshielded, demountable quartz torch with automatic gas connectivity and a high purity 2.5 mm ID quartz self-aligning injector as standard, compatible with a range of application specific injectors (different materials, internal diameters) - Argon Gas Dilution Capability for iCAP Q/Qnova which enables the analysis of high matrix samples by diluting the nebulized sample stream, decreasing the sample load and enabling tolerance of the direct analysis of a higher level of matrix compared to standard operating conditions (includes 1 L/min additional mass flow controller, argon humidifier unit not included). - Computer controlled plasma positioning in all three dimensions, x, y and z - Plasma TV for simplified plasma optimization - Unique, front opening spectrometer interface cassette for easy access to all user maintainable components like sample and skimmer cones plus the extraction lens - Ni sample and skimmer cones, featuring proprietary “insert technology” on the skimmer cone for low backgrounds, high matrix tolerance and high ion transmission; high matrix (3.5 mm) and robust (4.5 mm) insert included - Fixed voltage, 3D focusing, maintenance free RAPID lens deflects ions by 90°, removing neutrals from the ion beam while maintaining high ion transmission - Proprietary QCell with Flatapole technology to ensure high ion transmission and low backgrounds to deliver enhanced analytical performance - Collision/reaction cell technology (CRC) with ONE CCT Gas MFC, compatible with additional CCT gases, e.g. O and mixtures of H in He and NH in He - High performance, full size, quadrupole mass analyzer, covering the mass range 2-290 amu with Intelligent Mass Resolution (iMR) capability for accurate and precise isotopic and elemental ratios; design delivers low abundance sensitivity and ultra-fast scanning - “Plug & Play” user replaceable, discrete dynode electron multiplier detector providing greater than 10 orders of linear dynamic range via simultaneous analogue/pulse counting detection The system comes with a Windows PC, Mouse, Multimedia Keyboard (US QWERTY Layout), and a Monitor. The ICP-MS is controlled by the Qtegra Intelligent Scientific Data Solution (ISDS) Software platform. It allows full remote access to the instrument for remote monitoring of the system. (Qtegra ISDS Software must be ordered separately)	$ 163,715.16	$ 175,200.00	1	$ 11,484.84
1.2	**BRE0003260 CETA Model ASX560 Autosampler** The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. •Random access compact autosampler for ICP and AAS analysis. •84 to 384 solution capacity dependent on rack configuration. •Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments. •Suitable for 100 - 240v and 50/60Hz operation. Contains: •Autosampler, baseplate, rinse station and tubing •Power supply and different chords •One USB cable for communication •Two carbon-fiber probes: 0.5 mm i.d. (blue band) and 0.8 mm i.d. (red band) •Ten 50 mL polypropylene tubes with caps for standards •One 60 position BelArt tube rack •Sixty 14 mL polypropylene tubes	$ 8,290.00	$ 10,100.00	1	$ 1,810.00
1.3	**121123010000008 TF2500 Air Cooled Chiller (208V/60Hz)** ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C. For a supply voltage of 208 V and frequency of 60 Hz.~ Recommended for iCAP Q / Qnova Series ICP-MS	$ 8,010.00	$ 8,200.00	1	$ 190.00
1.4	**BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat** Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions with 2% nitric and 0.5% hydrochloric acid content.	$ 995.00	$ 1,050.00	1	$ 55.00

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

Item	Description	2023 Price	2024 Price	Qty	Total
1.5	**BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS** Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS Qtegra ISDS Software includes: - Get Ready for a fully automated, data driven startup process - Simple, intuitive, and guided user input sequence delivering faster setup time - Simplified creation of LabBooks with Templates - Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems. - Data processing capabilities for trace elemental quantification - Time resolved analysis workflows for speciation and laser ablation - Clear data visualization and data transparency - Comprehensive data export and reporting options - Thermo Scientific Hawk Consumables and Maintenance Assistant - Instrument Performance Monitoring - Full suite of 21CFR Part 11 compliance tools	$ 6,749.00	$ 7,430.00	1	$ 681.00
1.6	**BRE0006798 iCAPQnova CountKit NA** Power cords for iCAP Qnova Series (ICP-MS) instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing 2 cables for instrument and vacuum pump: • 2 x NEMA 6-20P • 2 x NEMA L6-20P Contains a further set of power cords for PC and Monitor (2 x NEMA 5-15).	$ 151.00	$ 159.00	1	$ 8.00
1.7	**702-023402 2 DAYS TEA ONSITE SUPPORT** 2 DAYS TEA ONSITE SUPPORT	$ 6,600.00	$ 6,600.00	1	$ -
1.8	**C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU** The PDU module for the Powervar UPS systems acts as a "powerstrip" with numerous plug receptacles. The L14-30R (receptacle on UPS) mates with the L14-30P (Plug on PDU) 10' long power cord. The unique thing about this plug/receptacle combination is that it contains two hot legs, a neutral and a ground, so it's a four conductor set up ("14"), allowing both 115 and 230 VAC to be distributed. The "30" stands for the current rating of the device. These receptacles allow the user to plug in all the power cords that belong to their LCMS/ICP-MS system in one place and keep them protected from power surges and from short power failures "brown-outs" of the mains power to the building. The PDU can supply both 125V and 230V depending on the plugs being used. As a rule, any outlet that is a Nema 5-XX will provide 125 V output, while any Nema 6-XX will provide 230V output. Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS systems. The differences in the 3 PDUs that are offered relate to the different receptacles that each of our MS systems require. This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X,Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systems as well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$ 1,190.00	$ 1,330.00	1	$ 140.00
1.9	**C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS** 5.0 kVA Single-Phase Power Conditioners (PC) can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered. The following LC MS and ICP-MS systems can be used with 5.0 kVA Power Conditioner:Exploris 120 & 240, ID-X, IQ-X, Fusion, Fortis, Quantis, Endura, Quantiva, Quantum, Altis, Fusion Lumos, Eclipse, and Q Exactive series as well as iCAP Q/Qnova Series. All Plus versions of the instruments above can also be used with this Power Conditioner system. There is no need to add the N2 Generator to the Power Conditioner since there is no conductive connection point to the LCMS System. N2 generators will require the addition of a Peak Boost (P/N 222-294100) from 208V to 230V. Other instruments and accessories can also be added if one does not exceed the power requirements of the Power Conditioner and that one has the needed receptacles to plug these instruments and accessories into the Power Conditioner either directly or through a PDU. Specs: This UPS comes with a 6 foot power cord ending in a L6-30P. The Power Conditioner requires an input voltage of 208V connected to a 30-40A breaker. The back of the Power Conditioner has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R and a L14-30R. The L14-30R is the receptacle that is used to plug the PDU into the Power Conditioner. Dims: 10.00" x 12.47" x 18.00" (inches)	$ 4,550.00	$ 5,060.00	1	$ 510.00

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

Item	Description	2023 Price	2024 Price	Qty	Total
1.10	**1323760 iCAP Q/Qnova Calibration Solution** iCAP Q/Qnova Calibration Solution	$ 521.00	$ 573.00	1	$ 52.00
1.11	**1323770 iCAP Q/RQ TUNE solution** iCAP Q/RQ TUNE solution	$ 347.00	$ 382.00	1	$ 35.00
1.12	**701-497800 Std Options Plan-Basic CETAC Autosampler** Standard Options Service Plan - Basic CETAC Autosampler • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Priority status for technical support telephone inquires	$ 0.01	$ 0.01	1	$ -
1.13	**701-061078 2nd year Extended Warranty Promo-iCAP RQ+** **08/01/2024-07/31/2025** On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories andconsumables.	$ 15,271.00	$ 15,806.00	1	$ 535.00
1.13	**701-061314** **Fac War PM - iCAP RQ plus** **• Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit**	$ 5,712.00	$ 5,991.00	1	$ 279.00
2.0	**701-061078** Extended Warranty Promo-iCAP RQ+ On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	$ 15,271.00	$ 15,806.00	1	$ 535.00
3.0	**701-497800** Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	$ 0.01	1	$ -
	Subtotal	**$ 237,372.18**	**$ 253,687.02**		**$ 16,314.84**
	Promotions/Discounts	**$ (85,089.37)**	**$ (100,391.93)**		$ (15,302.56)
	Subtotal less discounts	**$ 152,282.81**	**$ 153,295.09**		**$ 1,012.28**
	Total taxable items	**$ 137,011.79**	**$ 138,024.07**		$ 1,012.28
	Total taxes at 9.25%	**$ 12,673.59**	**$ 12,767.23**		$ 93.64
	Shipping	**$ 5,566.00**	**$ 5,566.00**		**$ -**
	Not to Exceed Amount	**$ 170,522.40**	**$ 171,628.32**		**$ 1,105.92**

**Upon completion of deliverables, please submit invoices.

There shall be no travel reimbursement allowed during this Agreement.

DocuSign Envelope ID: 2619DAF5-04EB-4644-97B1-172FDBEC06D3

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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

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:

Thermo Electron North America, 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: Lab equipment and installation of a iCAP RQplus (C1, iMR) AGD with a two (2) year preventative maintenance plan.

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: **$** 170,522.40

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from upon execution **to** January 31, 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:

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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

County

~~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:

Contractor

County

~~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.~~

Contractor

County

~~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.~~

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

Contractor

County

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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.

Contractor

County

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

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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:

DS
Contractor

DS
County

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:
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health	Thermo Electron North American, LLC
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	5225 Verona Rd. Madison, WI. 53711
Address	Address
831-755-4585	916.753.4844
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

~~16.06~~ ~~**Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

DS
Contractor

DS
County

Contractor

County

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

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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: 1/12/2024 | 4:17 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
County Counsel

Date: 12/14/2023 | 11:38 AM PST

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 12/19/2023 | 8:42 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Thermo Electron, North America LLC
Contractor/Business Name *

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

Kadija Locklear, Contract Specialist
Name and Title

Date: 12/4/2023 | 7:40 AM PST

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

Linda Wanke, Contract Specialist
Name and Title

Date: 12/4/2023 | 7:38 AM PST

County Board of Supervisors' Agreement No. A-16677 **approved on** January 12, 2024

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

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

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

EXHIBIT-A

To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, 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.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD
iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends. On-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time
Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries
10% discount on spare parts (not covered by corrective maintenance), accessories and Consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$170,522.40** 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:

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

Item	Description	Unit Price	Qty	Total
1.1	**BRE731344** **iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas** Includes one Peak Width feature card (BRE0014030) to allow <1u mass resolution above 220u ICP-MS subject to export control in certain territories. Complete ICP-MS analysis system to include: - Digital, solid state 27 MHz RF-generator with full PC control giving continuously variable power from 380 W to 1600 W - Computer controlled gas control for all plasma gases - One 1000 mL/min (PN 1271870) additional MFC for the addition of make-up gases andone Additional Gas Dilution (AGD) kit - Option to add one further additional MFC to the system - Bench height, open architecture sample introduction system comprising glass concentric nebulizer (400 µL/min at the default peristaltic pump rate) and quartz cyclonic spray chamber (software-controlled Peltier cooling, -10 to 20°C) - Close-coupled, compact, low pulsation, 12 roller, 4 channel mini-pump with metal freerollers, EasyClick automatic tubing tensioning system and bubble sensor to protect from unnecessary loss of sample- Push-in, unshielded, demountable quartz torch with automatic gas connectivity and a high purity 2.5 mm ID quartz self-aligning injector as standard, compatible with a range of application specific injectors (different materials, internal diameters) - Argon Gas Dilution Capability for iCAP Q/Qnova which enables the analysis of high matrix samples by diluting the nebulized sample stream, decreasing the sample load and enabling tolerance of the direct analysis of a higher level of matrix compared to standard operating conditions (includes 1 L/min additional mass flow controller, argon humidifier unit not included). - Computer controlled plasma positioning in all three dimensions, x, y and z - Plasma TV for simplified plasma optimization - Unique, front opening spectrometer interface cassette for easy access to all user maintainable components like sample and skimmer cones plus the extraction lens - Ni sample and skimmer cones, featuring proprietary “insert technology” on the skimmer cone for low backgrounds, high matrix tolerance and high ion transmission; high matrix (3.5 mm) and robust (4.5 mm) insert included - Fixed voltage, 3D focusing, maintenance free RAPID lens deflects ions by 90°, removing neutrals from the ion beam while maintaining high ion transmission - Proprietary QCell with Flatapole technology to ensure high ion transmission and low backgrounds to deliver enhanced analytical performance - Collision/reaction cell technology (CRC) with ONE CCT Gas MFC, compatible with additional CCT gases, e.g. O and mixtures of H in He and NH in He - High performance, full size, quadrupole mass analyzer, covering the mass range 2-290 amu with Intelligent Mass Resolution (iMR) capability for accurate and precise isotopic and elemental ratios; design delivers low abundance sensitivity and ultra-fast scanning - “Plug & Play” user replaceable, discrete dynode electron multiplier detector providing greater than 10 orders of linear dynamic range via simultaneous analogue/pulse counting detection The system comes with a Windows PC, Mouse, Multimedia Keyboard (US QWERTY Layout), and a Monitor. The ICP-MS is controlled by the Qtegra Intelligent Scientific Data Solution (ISDS) Software platform. It allows full remote access to the instrument for remote monitoring of the system. (Qtegra ISDS Software must be ordered separately)	$ 163,715.16	1	$ 163,715.16
1.2	**BRE0003260 CETA Model ASX560 Autosampler** The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. •Random access compact autosampler for ICP and AAS analysis. •84 to 384 solution capacity dependent on rack configuration. •Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments. •Suitable for 100 - 240v and 50/60Hz operation. Contains: •Autosampler, baseplate, rinse station and tubing •Power supply and different chords •One USB cable for communication •Two carbon-fiber probes: 0.5 mm i.d. (blue band) and 0.8 mm i.d. (red band) •Ten 50 mL polypropylene tubes with caps for standards •One 60 position BelArt tube rack •Sixty 14 mL polypropylene tubes	$ 8,290.00	1	$ 8,290.00
1.3	**121123010000008 TF2500 Air Cooled Chiller (208V/60Hz)** ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C. For a supply voltage of 208 V and frequency of 60 Hz.~ Recommended for iCAP Q / Qnova Series ICP-MS	$ 8,010.00	1	$ 8,010.00
1.4	**BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat** Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions with 2% nitric and 0.5% hydrochloric acid content.	$ 995.00	1	$ 995.00

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

Item	Description	Unit Price	Qty	Total
1.5	**BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS** Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS Qtegra ISDS Software includes: - Get Ready for a fully automated, data driven startup process - Simple, intuitive, and guided user input sequence delivering faster setup time - Simplified creation of LabBooks with Templates - Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems. - Data processing capabilities for trace elemental quantification - Time resolved analysis workflows for speciation and laser ablation - Clear data visualization and data transparency - Comprehensive data export and reporting options - Thermo Scientific Hawk Consumables and Maintenance Assistant - Instrument Performance Monitoring - Full suite of 21CFR Part 11 compliance tools	$ 6,749.00	1	$ 6,749.00
1.6	**BRE0006798 iCAPQnova CountKit NA** Power cords for iCAP Qnova Series (ICP-MS) instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing 2 cables for instrument and vacuum pump: • 2 x NEMA 6-20P • 2 x NEMA L6-20P Contains a further set of power cords for PC and Monitor (2 x NEMA 5-15).	$ 151.00	1	$ 151.00
1.7	**702-023402 2 DAYS TEA ONSITE SUPPORT** 2 DAYS TEA ONSITE SUPPORT	$ 6,600.00	1	$ 6,600.00
1.8	**C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU** The PDU module for the Powervar UPS systems acts as a "powerstrip" with numerous plug receptacles. The L14-30R (receptacle on UPS) mates with the L14-30P (Plug on PDU) 10' long power cord. The unique thing about this plug/receptacle combination is that it contains two hot legs, a neutral and a ground, so it's a four conductor set up ("14"), allowing both 115 and 230 VAC to be distributed. The "30" stands for the current rating of the device. These receptacles allow the user to plug in all the power cords that belong to their LCMS/ICP-MS system in one place and keep them protected from power surges and from short power failures "brown-outs" of the mains power to the building. The PDU can supply both 125V and 230V depending on the plugs being used. As a rule, any outlet that is a Nema 5-XX will provide 125 V output, while any Nema 6-XX will provide 230V output. Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS systems. The differences in the 3 PDUs that are offered relate to the different receptacles that each of our MS systems require. This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X,Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systems as well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$ 1,190.00	1	$ 1,190.00
1.9	**C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS** 5.0 kVA Single-Phase Power Conditioners (PC) can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered. The following LC MS and ICP-MS systems can be used with 5.0 kVA Power Conditioner:Exploris 120 & 240, ID-X, IQ-X, Fusion, Fortis, Quantis, Endura, Quantiva, Quantum, Altis, Fusion Lumos, Eclipse, and Q Exactive series as well as iCAP Q/Qnova Series. All Plus versions of the instruments above can also be used with this Power Conditioner system. There is no need to add the N2 Generator to the Power Conditioner since there is no conductive connection point to the LCMS System. N2 generators will require the addition of a Peak Boost (P/N 222-294100) from 208V to 230V. Other instruments and accessories can also be added if one does not exceed the power requirements of the Power Conditioner and that one has the needed receptacles to plug these instruments and accessories into the Power Conditioner either directly or through a PDU. Specs: This UPS comes with a 6 foot power cord ending in a L6-30P. The Power Conditioner requires an input voltage of 208V connected to a 30-40A breaker. The back of the Power Conditioner has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R and a L14-30R. The L14-30R is the receptacle that is used to plug the PDU into the Power Conditioner. Dims: 10.00" x 12.47" x 18.00" (inches)	$ 4,550.00	1	$ 4,550.00

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

Item	Description	Unit Price	Qty	Total
1.10	**1323760 iCAP Q/Qnova Calibration Solution** iCAP Q/Qnova Calibration Solution	$ 521.00	1	$ 521.00
1.11	**1323770 iCAP Q/RQ TUNE solution** iCAP Q/RQ TUNE solution	$ 347.00	1	$ 347.00
1.12	**701-497800 Std Options Plan-Basic CETAC Autosampler** Standard Options Service Plan - Basic CETAC Autosampler • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Priority status for technical support telephone inquires	$ 0.01	1	$ 0.01
1.13	**701-061078 2nd year Extended Warranty Promo-iCAP RQ+** **08/01/2024-07/31/2025** On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories andconsumables.	$ 15,271.00	1	$ 15,271.00
1.13	**701-061314** **Fac War PM - iCAP RQ plus** **• Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit**	$ 5,712.00	1	$ 5,712.00
2.0	**701-061078** Extended Warranty Promo-iCAP RQ+ On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	$ 15,271.00	1	$ 15,271.00
3.0	**701-497800** Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ 0.01
	Subtotal			**$ 237,372.18**
	Promotions/Discounts			$ (85,089.37)
	Subtotal less discounts			**$ 152,282.81**
	Total taxable items			$ 137,011.79
	Total taxes at 9.25%			$ 12,673.59
	Shipping			**$ 5,566.00**
	Not to Exceed Amount			**$ 170,522.40**

**Upon completion of deliverables, please submit invoices.

There shall be no travel reimbursement allowed during this Agreement.

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	DocuSigned by: C7A30BA59CA8423...
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	1/12/2024 | 4:17 PM PST

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Kadija Locklear C23888B9BA98413...
Name:	Kadija Locklear Contract Specialist
Title:	Contract Specialist
Date:	12/14/2023 | 9:50 AM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: DocuSigned by: 65EE8E150780D412...
Deputy County Counsel

Date: 12/14/2023 | 11:38 AM PST

DocuSigned by: Carrie Grigg 820224E2F5B8424...
Carrie Grigg

Contracts Specialist

12/14/2023 | 9:49 AM PST

Approve as to Fiscal Provisions:

Signature: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 12/19/2023 | 8:42 AM PST

DocuSign Envelope ID: F2230E2E-32AA-48B3-8EFA-592B0BCC46BF

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 Wendy Root Askew to:

Agreement No.: A-16677
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($17,052) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $187,575.

PASSED AND ADOPTED on this 9th day of January 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 9, 2024.

Dated: January 12, 2024
File ID: A 23-579
Agenda Item No.: 41

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

Vicente Ramirez, Deputy

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Letter of Agreement with the County of Riverside for the provisions of Short-Term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth for a retroactive term of July 1, 2025, through June 30, 2028.
b. Approve and adopt a Letter of Agreement (LOA) boilerplate to contract with County-to-County Short-Term Residential Therapeutic Programs (STRTPs) to ensure timely access to specialty mental health services for children and youth in and out of county placement.
c. Approve and authorize the Director of Health Services or designee to execute a boilerplate Letter of Agreement (LOA) with Short-Term Residential Therapeutic Program (STRTP) providers during Fiscal Year (FY) 2025-2028, where the contract amount for each Letter of Agreement (LOA) with each provider does not exceed $200,000 per fiscal year and where the aggregate for all contracts with providers does not exceed $2,000,000, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments for Letters of Agreement (LOAs) with Short-Term Residential Treatment Programs (STRTPs) that in total does not exceed 10% of the initial Letter of Agreement (LOA) amount specified in each Letter of Agreement (LOA) and does not significantly change the scope of services, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a Letter of Agreement with the County of Riverside for the provisions of Short-Term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth for a retroactive term of July 1, 2025, through June 30, 2028.
b. Approve and adopt a Letter of Agreement (LOA) boilerplate to contract with County-to-County Short-Term Residential Therapeutic Programs (STRTPs) to ensure timely access to specialty mental health services for children and youth in and out of county placement.
c. Approve and authorize the Director of Health Services or designee to execute a boilerplate Letter of Agreement (LOA) with Short-Term Residential Therapeutic Program (STRTP) providers during Fiscal Year (FY) 2025-2028, where the contract amount for each

Letter of Agreement (LOA) with each provider does not exceed $200,000 per fiscal year and where the aggregate for all contracts with providers does not exceed $2,000,000, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments for Letters of Agreement (LOAs) with Short-Term Residential Treatment Programs (STRTPs) that in total does not exceed 10% of the initial Letter of Agreement (LOA) amount specified in each Letter of Agreement (LOA) and does not significantly change the scope of services, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller.

SUMMARY:
Short-Term Residential Programs (STRTPs) are residential facilities operated by a public agency or a private organization and must be licensed by the California Department of Social Services (CDSS) pursuant to California Health and Safety Code section 1562.01. The statute requires that an integrated program of specialized and intensive care, services and supports, treatment, and short-term 24-hour care and supervision be provided to children and youth who are Wards and Dependents of the Court and/or Non-Minor Dependents (NMDs). 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.

STRTPs provide short-term, specialized, and intensive behavioral health treatment to Wards and Dependents of the Court and NMDs whose needs cannot be safely met initially in a family setting. These core Specialty Mental Health Services (SMHS) are provided by STRTP staff through an agreement with the County of Monterey Health Department, and include, at a minimum, medication support services, case management, crisis intervention, and mental health services (e.g., assessment, individual and group therapy).

DISCUSSION:
Effective July 1, 2017, AB 1299 added Welfare & Institutions Code section 14717.1, which established presumptive transfer to ensure that Wards and Dependents of the Court and Non-Minor Dependents (NMDs) receive timely Specialty Mental Health Services (SMHS), regardless of where they are placed. When a child or youth from one county (called “county of original jurisdiction”) is placed in another county, presumptive transfer places responsibility for the provision and payment of SMHS on the county in which the youth is placed (called “county of residence”).

Effective July 1, 2024, AB 1051 implemented changes to presumptive transfer when a NMD is placed outside of the county of original jurisdiction in a community treatment facility, group home, Short-Term Residential Therapeutic Program (STRTP), or a children’s crisis residential program. In these specific placement settings, the county of original jurisdiction will now be responsible for the provision and payment of SMHS, unless very specific exceptions apply.

AB 1051 requires the placing agency (Child Welfare or Probation) to notify Monterey County

Health Department of the placement. Monterey County Health Department must then enter into an agreement for SMHS. County-to-county agreements require this within 30 days. Direct STRTP agreements have a mutually agreed timeframe. STRTPs will often not accept placement of a child or youth without a SMHS agreement in place or a specific timeline for entering into an agreement, as these are often small facilities that rely upon consistent funding for operations.

There are over 300 licensed STRTPs in California, meaning Monterey County placing agencies may place youth in any of these facilities that may meet that individual's needs. With the changes implemented under AB 1051, the Monterey County Health Department must be able to expeditiously enter into agreements with a county or STRTP once notified of a potential placement by a Monterey County placing agency. These placements typically do not occur with a significant amount of time for planning and sometimes are done on an urgent basis. Monterey County Health Department is able to utilize existing agreements with some STRTPs to ensure timely service provision for children and youth in placement. However, several STRTPs are not willing to contract directly with the County of Monterey and require a County-to-County agreement. Monterey County Health Department has developed the attached Letter of Agreement (LOA) template for County-to-County STRTP options to ensure timely access to specialty mental health services for children and youth in out-of-county placement.

The County of Monterey Health Department, Behavioral Health Bureau is seeking the Monterey County Board of Supervisors to adopt and approve the County of Monterey Health Department Behavioral Health Bureau County-to-County Short-Term Residential Treatment Program LOA boilerplate template to contract with STRTPs seeking a County-to-County agreement. The template has been drafted in accordance with the requirements for contract payment reimbursement and cost and revenue reporting of the California Advancing and Innovating Medi-Cal (CalAim) program, a multi-year California Department of Health Care services (DHCS) initiative to improve the quality of life and health outcomes of our population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The County-to-County LOA template 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.

As AB 1051 did not include a template agreement, counties have taken different approaches to meeting the statute's requirements. Riverside University Health System - Behavioral Health has developed a master LOA to utilize with any county seeking to address AB 1051 requirements for SMHS for children and youth placed in Riverside County facilities to which AB 1051 applies. Riverside University Health System - Behavioral Health indicated they would sign the agreement after the County of Monterey Health Department Behavioral Health Bureau staff receives approval of the agreement from the Monterey County Board of Supervisors. Being that Riverside County is home to several STRTPs that Monterey County placing agencies place with the County of Monterey Health Department Behavioral Health Bureau is seeking authority for the Director of Health Services or designee to enter into this Master LOA for SMHS with Riverside University Health System - Behavioral Health.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
These Agreements are funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for these Agreements are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2025-2026 Adopted Budgets. The funds for Fiscal Years (FYs) 2026-2027 and 2027-2028 will be included in the Department's (HEA012, Unit 8410) Requested Budgets, respectively.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

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

_x_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A- Letter of Agreement between Monterey County Health Department, Behavioral Health Bureau and Riverside University Health System - Behavioral Health
Attachment B - Letter of Agreement Boilerplate

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Letter of Agreement with the County of Riverside for the provisions of Short-Term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth for a retroactive term of July 1, 2025, through June 30, 2028.
b. Approve and adopt a Letter of Agreement (LOA) boilerplate to contract with County-to-County Short-Term Residential Therapeutic Programs (STRTPs) to ensure timely access to specialty mental health services for children and youth in and out of county placement.
c. Approve and authorize the Director of Health Services or designee to execute a boilerplate Letter of Agreement (LOA) with Short-Term Residential Therapeutic Program (STRTP) providers during Fiscal Year (FY) 2025-2028, where the contract amount for each Letter of Agreement (LOA) with each provider does not exceed $200,000 per fiscal year and where the aggregate for all contracts with providers does not exceed $2,000,000, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments for Letters of Agreement (LOAs) with Short-Term Residential Treatment Programs (STRTPs) that in total does not exceed 10% of the initial Letter of Agreement (LOA) amount specified in each Letter of Agreement (LOA) and does not significantly change the scope of services, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a Letter of Agreement with the County of Riverside for the provisions of Short-Term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth for a retroactive term of July 1, 2025, through June 30, 2028.
b. Approve and adopt a Letter of Agreement (LOA) boilerplate to contract with County-to-County Short-Term Residential Therapeutic Programs (STRTPs) to ensure timely access to specialty mental health services for children and youth in and out of county placement.
c. Approve and authorize the Director of Health Services or designee to execute a boilerplate Letter of Agreement (LOA) with Short-Term Residential Therapeutic Program (STRTP) providers during Fiscal Year (FY) 2025-2028, where the contract amount for each Letter of Agreement (LOA) with each provider does not exceed $200,000 per fiscal year and

where the aggregate for all contracts with providers does not exceed $2,000,000, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments for Letters of Agreement (LOAs) with Short-Term Residential Treatment Programs (STRTPs) that in total does not exceed 10% of the initial Letter of Agreement (LOA) amount specified in each Letter of Agreement (LOA) and does not significantly change the scope of services, subject to approval by County Counsel, County Risk Management, and County Auditor-Controller.

SUMMARY:
Short-Term Residential Programs (STRTPs) are residential facilities operated by a public agency or a private organization and must be licensed by the California Department of Social Services (CDSS) pursuant to California Health and Safety Code section 1562.01. The statute requires that an integrated program of specialized and intensive care, services and supports, treatment, and short-term 24-hour care and supervision be provided to children and youth who are Wards and Dependents of the Court and/or Non-Minor Dependents (NMDs). 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.

STRTPs provide short-term, specialized, and intensive behavioral health treatment to Wards and Dependents of the Court and NMDs whose needs cannot be safely met initially in a family setting. These core Specialty Mental Health Services (SMHS) are provided by STRTP staff through an agreement with the County of Monterey Health Department, and include, at a minimum, medication support services, case management, crisis intervention, and mental health services (e.g., assessment, individual and group therapy).

DISCUSSION:
Effective July 1, 2017, AB 1299 added Welfare & Institutions Code section 14717.1, which established presumptive transfer to ensure that Wards and Dependents of the Court and Non-Minor Dependents (NMDs) receive timely Specialty Mental Health Services (SMHS), regardless of where they are placed. When a child or youth from one county (called “county of original jurisdiction”) is placed in another county, presumptive transfer places responsibility for the provision and payment of SMHS on the county in which the youth is placed (called “county of residence”).

Effective July 1, 2024, AB 1051 implemented changes to presumptive transfer when a NMD is placed outside of the county of original jurisdiction in a community treatment facility, group home, Short-Term Residential Therapeutic Program (STRTP), or a children’s crisis residential program. In these specific placement settings, the county of original jurisdiction will now be responsible for the provision and payment of SMHS, unless very specific exceptions apply.

AB 1051 requires the placing agency (Child Welfare or Probation) to notify Monterey County Health Department of the placement. Monterey County Health Department must then enter into an

agreement for SMHS. County-to-county agreements require this within 30 days. Direct STRTP agreements have a mutually agreed timeframe. STRTPs will often not accept placement of a child or youth without a SMHS agreement in place or a specific timeline for entering into an agreement, as these are often small facilities that rely upon consistent funding for operations.

There are over 300 licensed STRTPs in California, meaning Monterey County placing agencies may place youth in any of these facilities that may meet that individual's needs. With the changes implemented under AB 1051, the Monterey County Health Department must be able to expeditiously enter into agreements with a county or STRTP once notified of a potential placement by a Monterey County placing agency. These placements typically do not occur with a significant amount of time for planning and sometimes are done on an urgent basis. Monterey County Health Department is able to utilize existing agreements with some STRTPs to ensure timely service provision for children and youth in placement. However, several STRTPs are not willing to contract directly with the County of Monterey and require a County-to-County agreement. Monterey County Health Department has developed the attached Letter of Agreement (LOA) template for County-to-County STRTP options to ensure timely access to specialty mental health services for children and youth in out-of-county placement.

The County of Monterey Health Department, Behavioral Health Bureau is seeking the Monterey County Board of Supervisors to adopt and approve the County of Monterey Health Department Behavioral Health Bureau County-to-County Short-Term Residential Treatment Program LOA boilerplate template to contract with STRTPs seeking a County-to-County agreement. The template has been drafted in accordance with the requirements for contract payment reimbursement and cost and revenue reporting of the California Advancing and Innovating Medi-Cal (CalAim) program, a multi-year California Department of Health Care services (DHCS) initiative to improve the quality of life and health outcomes of our population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The County-to-County LOA template 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.

As AB 1051 did not include a template agreement, counties have taken different approaches to meeting the statute's requirements. Riverside University Health System - Behavioral Health has developed a master LOA to utilize with any county seeking to address AB 1051 requirements for SMHS for children and youth placed in Riverside County facilities to which AB 1051 applies. Riverside University Health System - Behavioral Health indicated they would sign the agreement after the County of Monterey Health Department Behavioral Health Bureau staff receives approval of the agreement from the Monterey County Board of Supervisors. Being that Riverside County is home to several STRTPs that Monterey County placing agencies place with the County of Monterey Health Department Behavioral Health Bureau is seeking authority for the Director of Health Services or designee to enter into this Master LOA for SMHS with Riverside University Health System - Behavioral Health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this

agreement as to legal form and fiscal provisions, respectively.

FINANCING:
These Agreements are funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for these Agreements are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2025-2026 Adopted Budgets. The funds for Fiscal Years (FYs) 2026-2027 and 2027-2028 will be included in the Department's (HEA012, Unit 8410) Requested Budgets, respectively.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

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

_x_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A- Letter of Agreement between Monterey County Health Department, Behavioral Health Bureau and Riverside University Health System - Behavioral Health
Attachment B - Letter of Agreement Boilerplate

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between **Monterey County Health Department - Behavioral Health Bureau** and **Riverside University Health System**, hereinafter together referred to collectively as County Mental Health Plans (MHPs).

The purpose of this LOA is to establish an agreement for timely reimbursement between the MHPs and to ensure that Specialty Mental Health Services (SMHS) are provided and funded when the youth is placed by County of Jurisdiction–Mental Health Plan (COJ-MHP) into County of Residence–Mental Health Plan (COR-MHP). This LOA meets the expectations of Assembly Bill (AB) 1051 and Welfare and Institutions Code (WIC) Section 14717.25(c)(2). This LOA only applies when (i) the placement is contracted with the COR-MHP for SMHS; and (ii) youth is placed in one of the following: Community Treatment Facility (CTF), group home (GH), Children's Crisis Residential Program (CCRP), or Short-Term Residential Treatment Program (STRTP).

This LOA also establishes the coordination of care and reimbursement process for COJ-MHP to pay the COR-MHP when the member is placed into a CTF, GH, CCRP, and/or STRTP that does not provide some or all SMHS services needed by the COJ-MHP member.

The COJ-MHP is responsible for the funding and provision of SMHS for qualifying members. When the presumptive transfer of Medi-Cal does not apply to a youth placed into a CTF, GH, CCRP, or STRTP, the COJ-MHP maintains this responsibility. However, when COJ-MHP is not able to meet this responsibility through either an existing contract or establishing a new contract with the CTF, GH, CCRP or STRTP then the COR-MHP shall meet this responsibility pursuant to the terms this LOA. Specifically, the CTF, GH, CCRP or STRTP shall contract with the COR-MHP for the provision of the required SMHS. Upon execution of the contract, the COR-MHP shall process the SMHS Medi-Cal billings, pay the provider, and then invoice COJ-MHP for the costs of local match as indicated within the 835 file as Intergovernmental Transfer (IGT).

This LOA only pertains to children and youth who are in foster care. Children and youth who receive assistance under the Kinship Guardianship Assistance Payment Program (Kin-GAP) or who receive assistance under the Adoption Assistance Program (AAP) are not covered by this LOA.

I. Services

SMHS to be provided by the COR-MHP on behalf of the COJ-MHP may include the following:

- Assessment
- Plan Development
- Therapy (Individual, Group, and Family)
- Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS)
- Targeted Case Management, including Intensive Care Coordination
- Medication Support Services
- Day Treatment Intensive
- Day Rehabilitation
- Crisis Intervention
- Crisis Stabilization

The provider and COR-MHP shall participate in the arrangement of SMHS for each member for whom SMHS are funded through this LOA. COJ-MHP acknowledges that this arrangement may require modifications to an individual member's service plan. However, both counties will designate a clinical staff intended to serve as that County's liaison to facilitate clinical discussions about youth served, in addition to the responsibilities outlined below.

II. County of Original Jurisdiction Responsibilities

A. Reimburse the COR-MHP for non-SGF local match (i.e., IGT) as indicated on 835 file, for approved services only, which represents costs incurred for the provision of SMHS related services to the Medi-Cal eligible foster child or youth under 21 years of age.

B. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the COR-MHP's GH, CTF, CCRP or STRTP.

C. COJ-MHP liaison may coordinate with COR-MHP liaison if there are difficulties experienced with arranging care with GH, CTF, CCRP or STRTP.

III. County of Residence Responsibilities

A. Appoint a liaison to assist, as needed, in communications with COJ-MHP and need for information related to SMHS services provided by the COR-MHP. If provider believes, it is medically necessary for client to obtain services beyond those described or beyond the dates of service authorized in this Agreement, Provider must obtain an additional authorization from COJ-MHP to be eligible to receive reimbursement. It is encouraged that provider submit requests 30 days prior to end of authorization to avoid disruption in client treatment. Provider will not receive payment for additional services outside of this authorization until authorization renewal is approved.

B. COR-MHP shall coordinate SMHS with contracted GH, CTF, CCRP or STRTP per standards of the COR-MHP.

C. COR-MHP shall coordinate with COJ-MHP whenever SMHS are required that are not provided by the primary placement.

D. If the COJ-MHP has difficulties obtaining any clinical information from the placement, the COR-MHP shall coordinate with contracted SMHS provider to provide clinical documentation from the client's clinical record, for purposes of the Katie A lawsuit, as requested.

E. Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement. The only eligible expense for reimbursement is the non-SGF share of local match (IGT), as indicated on the 835 file for approved services only, incurred by the county of residence. No other administrative or miscellaneous expenses shall be reimbursed by the county of jurisdiction, and those expenses will be the responsibility of the county of residence.

IV. Joint Responsibilities

MHPs will adhere to all provisions of law that address placement, notifications, payment provisions and data reporting requirements.

V. Payment

After programmatic review and approval of a COR-MHP invoice, COJ-MHP shall reimburse COR-MHP, subject to the limitations and conditions specified in this LOA.

COJ-MHP will reimburse COR-MHP for costs of local match as indicated in the 835 file as Intergovernmental Transfer (IGT). The current rates for each county may be located here: Medi-Cal Behavioral Health Fee Schedules FY 24-25.

Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement.

Within 30 days, following receipt of a complete and correct invoice, COJ-MHP shall make payments to the COR-MHP. COR-MHP shall accept all payments from COJ-MHP via electronic funds transfer (EFT) directly deposited into in COR-MHP designated checking or other bank account.

COR-MHP shall report to COJ-MHP within sixty (60) calendar days after which it has identified any overpayments.

VI. Confidentiality and HIPAA

Both MHPs must comply with all regulations for any release of information. The MHPs agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each MHP may perform its duties under law toward members and functions under this LOA. The MHPs will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations, and as referred to herein.

Both MHPs acknowledge that each is a “Covered Entity” or “Hybrid Entity,” as defined in the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to the Health Insurance Portability Act of 1996 (the “Privacy Rule”) with duties under those regulations and the authorizing statute.

VII. Insurance

As public agencies, both MHPs are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker’s Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms and obligations of this LOA.

VIII. Conflict Resolution

Any disputes between the MHPs will be brought to the attention of the Director of the COJ-MHP or designee, and the Director of the COR-MHP or designee. It shall be resolved by the mutual agreement, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this LOA upon providing a thirty (30) calendar days’ advance written notice. Any written notice of termination shall state the future date that the termination shall become effective.

IX. Term

This LOA is effective as of July 1, 2025 and expires June 30, 2028, unless terminated, as outlined in Section X (Termination) below.

X. Termination

Both MHPs reserves the right to terminate this LOA, with or without cause, upon providing at least thirty (30) calendar days' advance written notice of termination to the other MHP. Any written notice of termination shall state the future date on which the termination shall become effective. Individual placements made under this agreement may end based upon each child's placement plan or circumstances which cause the treatment to no longer be rendered. Provider shall notify COJ-MHP, prior to the discharge of client and shall allow designated COJ-MHP staff to attend any discharge or treatment meetings regarding the client served under this Agreement. It is encouraged that Provider will collaborate with COJ-MHP to ensure safe discharge.

XI. Amendments

This LOA may be amended upon mutual agreement of the MHPs. Such modification shall be in writing and effective upon the execution of a written amendment to this LOA by both MHPs. Any changes will be in writing and delivered via electronic mail address to the MHPs identified below.

County of Monterey	**County of Riverside**
Monterey County Health Department - Behavioral Health Bureau Liz Perez-Cordero Perez-Corderola@countyofmonterey.gov	Riverside University Health System – Behavioral Health Janine Moore JMoore@ruhealth.org

XII. Utilization Review

Provider agrees to cooperate with COJ-MHP medical director, utilization review staff and other representatives of COJ-MHP by timely and comprehensively responding to COJ-MHP requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All progress notes should have the name of the client, their medical record number, date, CPT code, duration of session, location of service, and LPHA signature/title/date signed. All other documentation should meet documentation standards including the date, expiration date (when applicable), and other standards such as a wet signature or electronic signature of staff/client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. Provider is responsible for ongoing oversight and monitoring of the STRTP including ensuring STRTP staff are properly credentialed per BHIN 18-019.

XIII. Conclusion

This LOA may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same LOA. The MHPs electronically transmitted PDF or other form of transmission, which signature shall be binding on the party whose name is contained therein. Each MHP providing an electronic signature agrees to promptly execute and deliver to the other party an original signed LOA upon request.

IN WITNESS WHEREOF, the County MHPs agree to the terms and conditions above and certify that the individuals signing below have the authority to execute the LOA.

Monterey County Health Department - Behavioral Health Bureau

_____

Elsa Jimenez

Director of Health Services

_____
Date

County of Riverside

_____

Matthew Chang, MD

Behavioral Health Director

_____
Date

County Counsel
Approved As to Form:

By: _____
{Insert Signatory Name}
Deputy County Counsel
Date: _____

Attachments

AB1051 Invoice Spreadsheet

Exhibit G: Cost Reimbursement Invoice Form

ClaimID	PayerClaimControlNumber	BatchName	WarrantNumber	ClaimStatus	CIN	ClientLastName	ClientFirstName	SvcProv	Taxonomy Type	BillingProviderName	ProcedureCode	ProcedureDesc	UOS	ServiceDate	ApprovedAmt	FFP	SGF	DeferredAmt	EPSDT
Cx48345679x56	4123453042	10302024-DMH-25-789-10152024-006	EG77563913	1	99999999F	DOE	JANE/JOHN	1851345687		1570 STRTP OUTPATIENT		MED PLAN DEVELOPMNT AND REC REV TELEPSY	1.000	20240613	$393.58	######	####	$196.79	Y
Cx41234818x128	451234571	10302024-DMH-16-456-10152024-006	ER23963913	1	99999999F	DOE	JANE/JOHN	1619121578		18RF SAMPLE STRTP		PSYCHTHER FOR CRISIS	1.000	20240603	$355.09	######	####	$177.55	Y
Cx41312820x130	452123453	10302024-DMH-45-234-10152024-006	EF79663913	1	99999999F	DOE	JANE/JOHN	1731213149		15LF SAMPLE STRTP		INDV THERAPY 16-37 M WVD	1.000	20240605	$204.86	######	####	$102.43	Y
Cx41011121x125	412345974	10302024-DMH-57-567-10152024-006	EK85663913	1	99999999F	DOE	JANE/JOHN	1751415164		12PF STRTP HOMES		INTENSIVE CARE COORDINATION	2.000	20240605	$154.12	$77.06	####	$77.06	Y

AB1051 Invoice Spreadsheet

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!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
								0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
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

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Monterey County Health Department - Behavioral Health Bureau and _____, hereinafter together referred to collectively as County Mental Health Plans (MHPs).

The purpose of this LOA is to establish an agreement for timely reimbursement between the MHPs and to ensure that Specialty Mental Health Services (SMHS) are provided and funded when the youth is placed by County of Jurisdiction–Mental Health Plan (COJ-MHP) into County of Residence–Mental Health Plan (COR-MHP). This LOA meets the expectations of Assembly Bill (AB) 1051 and Welfare and Institutions Code (WIC) Section 14717.25(c)(2). This LOA only applies when (i) the placement is contracted with the COR-MHP for SMHS; and (ii) youth is placed in one of the following: Community Treatment Facility (CTF), group home (GH), Children's Crisis Residential Program (CCRP), or Short-Term Residential Treatment Program (STRTP).

This LOA also establishes the coordination of care and reimbursement process for COJ-MHP to pay the COR-MHP when the member is placed into a CTF, GH, CCRP, and/or STRTP that does not provide some or all SMHS services needed by the COJ-MHP member.

The COJ-MHP is responsible for the funding and provision of SMHS for qualifying members. When the presumptive transfer of Medi-Cal does not apply to a youth placed into a CTF, GH, CCRP, or STRTP, the COJ-MHP maintains this responsibility. However, when COJ-MHP is not able to meet this responsibility through either an existing contract or establishing a new contract with the CTF, GH, CCRP or STRTP then the COR-MHP shall meet this responsibility pursuant to the terms this LOA. Specifically, the CTF, GH, CCRP or STRTP shall contract with the COR-MHP for the provision of the required SMHS. Upon execution of the contract, the COR-MHP shall process the SMHS Medi-Cal billings, pay the provider, and then invoice COJ-MHP for the costs of local match as indicated within the 835 file as Intergovernmental Transfer (IGT).

This LOA only pertains to children and youth who are in foster care. Children and youth who receive assistance under the Kinship Guardianship Assistance Payment Program (Kin-GAP) or who receive assistance under the Adoption Assistance Program (AAP) are not covered by this LOA.

I. Services

SMHS to be provided by the COR-MHP on behalf of the COJ-MHP may include the following:

- Assessment
- Plan Development
- Therapy (Individual, Group, and Family)
- Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS)
- Targeted Case Management, including Intensive Care Coordination
- Medication Support Services
- Day Treatment Intensive
- Day Rehabilitation
- Crisis Intervention
- Crisis Stabilization

The provider and COR-MHP shall participate in the arrangement of SMHS for each member for whom SMHS are funded through this LOA. COJ-MHP acknowledges that this arrangement may require modifications to an individual member's service plan. However, both counties will designate a clinical staff intended to serve as that County's liaison to facilitate clinical discussions about youth served, in addition to the responsibilities outlined below.

II. County of Original Jurisdiction Responsibilities

A. Reimburse the COR-MHP for non-SGF local match (i.e., IGT) as indicated on 835 file, for approved services only, which represents costs incurred for the provision of SMHS related services to the Medi-Cal eligible foster child or youth under 21 years of age.

B. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the COR-MHP's GH, CTF, CCRP or STRTP.

C. COJ-MHP liaison may coordinate with COR-MHP liaison if there are difficulties experienced with arranging care with GH, CTF, CCRP or STRTP.

III. County of Residence Responsibilities

A. Appoint a liaison to assist, as needed, in communications with COJ-MHP and need for information related to SMHS services provided by the COR-MHP. If provider believes, it is medically necessary for client to obtain services beyond those described or beyond the dates of service authorized in this Agreement, Provider must obtain an additional authorization from COJ-MHP to be eligible to receive reimbursement. It is encouraged that provider submit requests 30 days prior to end of authorization to avoid disruption in client treatment. Provider will not receive payment for additional services outside of this authorization until authorization renewal is approved.

B. COR-MHP shall coordinate SMHS with contracted GH, CTF, CCRP or STRTP per standards of the COR-MHP.

C. COR-MHP shall coordinate with COJ-MHP whenever SMHS are required that are not provided by the primary placement.

D. If the COJ-MHP has difficulties obtaining any clinical information from the placement, the COR-MHP shall coordinate with contracted SMHS provider to provide clinical documentation from the client's clinical record, for purposes of the Katie A lawsuit, as requested.

E. Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement. The only eligible expense for reimbursement is the non-SGF share of local match (IGT), as indicated on the 835 file for approved services only, incurred by the county of residence. No other administrative or miscellaneous expenses shall be reimbursed by the county of jurisdiction, and those expenses will be the responsibility of the county of residence.

IV. Joint Responsibilities

MHPs will adhere to all provisions of law that address placement, notifications, payment provisions and data reporting requirements.

V. Payment

After programmatic review and approval of a COR-MHP invoice, COJ-MHP shall reimburse COR-MHP, subject to the limitations and conditions specified in this LOA.

COJ-MHP will reimburse COR-MHP for costs of local match as indicated in the 835 file as Intergovernmental Transfer (IGT). The current rates for each county may be located here: Medi-Cal Behavioral Health Fee Schedules FY 24-25.

Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement.

Within 30 days, following receipt of a complete and correct invoice, COJ-MHP shall make payments to the COR-MHP. COR-MHP shall accept all payments from COJ-MHP via electronic funds transfer (EFT) directly deposited into in COR-MHP designated checking or other bank account.

COR-MHP shall report to COJ-MHP within sixty (60) calendar days after which it has identified any overpayments.

VI. Confidentiality and HIPAA

Both MHPs must comply with all regulations for any release of information. The MHPs agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each MHP may perform its duties under law toward members and functions under this LOA. The MHPs will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations, and as referred to herein.

Both MHPs acknowledge that each is a “Covered Entity” or “Hybrid Entity,” as defined in the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to the Health Insurance Portability Act of 1996 (the “Privacy Rule”) with duties under those regulations and the authorizing statute.

VII. Insurance

As public agencies, both MHPs are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker’s Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms and obligations of this LOA.

VIII. Conflict Resolution

Any disputes between the MHPs will be brought to the attention of the Director of the COJ-MHP or designee, and the Director of the COR-MHP or designee. It shall be resolved by the mutual agreement, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this LOA upon providing a thirty (30) calendar days’ advance written notice. Any written notice of termination shall state the future date that the termination shall become effective.

IX. Term

This LOA is effective as of July 1, 2025 and expires June 30, 2028, unless terminated, as outlined in Section X (Termination) below.

X. Termination

Both MHPs reserves the right to terminate this LOA, with or without cause, upon providing at least thirty (30) calendar days' advance written notice of termination to the other MHP. Any written notice of termination shall state the future date on which the termination shall become effective. Individual placements made under this agreement may end based upon each child's placement plan or circumstances which cause the treatment to no longer be rendered. Provider shall notify COJ-MHP, prior to the discharge of client and shall allow designated COJ-MHP staff to attend any discharge or treatment meetings regarding the client served under this Agreement. It is encouraged that Provider will collaborate with COJ-MHP to ensure safe discharge.

XI. Amendments

This LOA may be amended upon mutual agreement of the MHPs. Such modification shall be in writing and effective upon the execution of a written amendment to this LOA by both MHPs. Any changes will be in writing and delivered via electronic mail address to the MHPs identified below.

County of Monterey	**County of _____**
Monterey County Health Department - Behavioral Health Bureau	

XII. Utilization Review

Provider agrees to cooperate with COJ-MHP medical director, utilization review staff and other representatives of COJ-MHP by timely and comprehensively responding to COJ-MHP requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All progress notes should have the name of the client, their medical record number, date, CPT code, duration of session, location of service, and LPHA signature/title/date signed. All other documentation should meet documentation standards including the date, expiration date (when applicable), and other standards such as a wet signature or electronic signature of staff/client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. Provider is responsible for ongoing oversight and monitoring of the STRTP including ensuring STRTP staff are properly credentialed per BHIN 18-019.

XIII. Conclusion

This LOA may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same LOA. The MHPs electronically transmitted PDF or other form of transmission, which signature shall be binding on the party whose name is contained therein. Each MHP providing an electronic signature agrees to promptly execute and deliver to the other party an original signed LOA upon request.

IN WITNESS WHEREOF, the County MHPs agree to the terms and conditions above and certify that the individuals signing below have the authority to execute the LOA.

Monterey County Health Department - Behavioral Health Bureau

_____

{Insert Signatory Name}

{Insert Signatory Title}

_____
Date

County of _____

_____

{Insert Signatory Name}

{Insert Signatory Title}

_____
Date

County Counsel
Approved As to Form:

By: _____
{Insert Signatory Name}
Deputy County Counsel
Date: _____

Attachments

AB1051 Invoice Spreadsheet
Exhibit G - Cost Reimbursement Invoice Form

ClaimID	PayerClaimControlNumber	BatchName	WarrantNumber	ClaimStatus	CIN	ClientLastName	ClientFirstName	SvcProv	Taxonomy Type	BillingProviderName	ProcedureCode	ProcedureDesc	UOS	ServiceDate	ApprovedAmt	FFP	SGF	DeferredAmt	EPSDT
Cx48345679x56	4123453042	10302024-DMH-25-789-10152024-006	EG77563913	1	99999999F	DOE	JANE/JOHN	1851345687		1570 STRTP OUTPATIENT		MED PLAN DEVELOPMNT AND REC REV TELEPSY	1.000	20240613	$393.58	######	####	$196.79	Y
Cx41234818x128	451234571	10302024-DMH-16-456-10152024-006	ER23963913	1	99999999F	DOE	JANE/JOHN	1619121578		18RF SAMPLE STRTP		PSYCHTHER FOR CRISIS	1.000	20240603	$355.09	######	####	$177.55	Y
Cx41312820x130	452123453	10302024-DMH-45-234-10152024-006	EF79663913	1	99999999F	DOE	JANE/JOHN	1731213149		15LF SAMPLE STRTP		INDV THERAPY 16-37 M WVD	1.000	20240605	$204.86	######	####	$102.43	Y
Cx41011121x125	412345974	10302024-DMH-57-567-10152024-006	EK85663913	1	99999999F	DOE	JANE/JOHN	1751415164		12PF STRTP HOMES		INTENSIVE CARE COORDINATION	2.000	20240605	$154.12	$77.06	####	$77.06	Y

AB1051 Invoice Spreadsheet

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!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
								0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
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

County of Monterey

Board Report

Legistar File Number: A 26-008

Item No.19

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

January 13, 2026

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

RECOMMENDATION:

Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

SUMMARY:

PCH Treatment, Inc. will continue to provide residential behavioral health services for the treatment of obsessive compulsive disorder (OCD) and anxiety-related issues.

DISCUSSION:

The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, with obsessive compulsive disorder (OCD) and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. The Renewal and Amendment No. 2 adds four (4) OCD Treatment, Room & Board continuation cycles. This Renewal and Amendment No. 2 is retroactive to January 1, 2026 due to the need to extend treatment services for a client currently in the residential program.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 5) Develop policies and plans that support individual and community health efforts.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING
This Agreement is funded by Realignment (100%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will allow continued access to behavioral health services for all residents within the community, aligning with Strategic Plan Goal of Well-Being and Quality of life.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared By: Katherine Bonilla, Management Analyst II, 796-1743
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

RECOMMENDATION:

Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

SUMMARY:

PCH Treatment, Inc. will continue to provide residential behavioral health services for the treatment of obsessive compulsive disorder (OCD) and anxiety-related issues.

DISCUSSION:

The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, with obsessive compulsive disorder (OCD) and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. The Renewal and Amendment No. 2 adds four (4) OCD Treatment, Room & Board continuation cycles. This Renewal and Amendment No. 2 is retroactive to January 1, 2026 due to the need to extend treatment services for a client currently in the residential program.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 5) Develop policies and plans that support individual and community health efforts.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING
This Agreement is funded by Realignment (100%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will allow continued access to behavioral health services for all residents within the community, aligning with Strategic Plan Goal of Well-Being and Quality of life.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared By: Katherine Bonilla, Management Analyst II, 796-1743
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

RENEWAL AND AMENDMENT NO. 2 TO MENTAL HEALTH SERVICES AGREEMENT A-17388 BY AND BETWEEN COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS RENEWAL AND AMENDMENT NO. 2 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY entered into AGREEMENT A-17388 with PCH TREATMENT, INC on June 24, 2025 in the amount of $278,000 for the term of March 25, 2025 to July 15, 2025 to provide residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on August 12, 2025 via Renewal and Amendment No. 1 to change the full Agreement term to March 25, 2025 to December 31, 2025 and add an additional $335,000 thereby increasing the total Agreement amount not to exceed $613,000; and

WHEREAS, the AGREEMENT expired by its own terms on December 31, 2025; and

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

1. Wish to renew the Agreement retroactive to January 1, 2025;
2. Extend the term by four months for a new full term of March 25, 2025, through April 30, 2026.the term of the Agreement; and
3. Continue services and increase contract amount by $268,000, for a total not to exceed new maximum contract amount of $881,000.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term is hereby amended and restated to read in its entirety as follows:

   "This Agreement shall be effective March 25, 2025 and shall remain in effect until April 30, 2026."

2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced with EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B-1 shall be construed to refer to EXHIBIT B-2: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 2 increases the current contract amount of $613,000 by $268,000 for a total not to exceed new maximum contract amount of $881,000.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

5. This RENEWAL AND AMENDMENT NO. 2 shall be effective January 1, 2026.
6. A copy of this RENEWAL AND AMENDMENT NO. 2 shall be attached to the original Agreement A-17388 executed by the County on June 24, 2025.

(The remainder of this page is intentionally left blank.)

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

IN WITNESS WHEREOF, County and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 2 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health Date:
Approved as to Form Signed by: Kevin Serrano CF464EA4829E4B5... By: Office of County Counsel[1] Date: 12/15/2025 | 10:12 AM PST
Approved as to Fiscal Provisions DocuSigned by: Patricia Ruiz E79EF64E57454F6... By: Auditor/Controller[2] Date: 12/15/2025 | 2:44 PM PST
Approved as to Liability Provisions By: Risk Management[3] Date:

PCH TREATMENT, INC.
DocuSigned by: Jeff Ball BFB1A2AAB28D45D... By: Jeff Ball, President and CFO Date: 12/11/2025 | 1:20 PM PST

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

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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:

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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.

C. 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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. 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.

E. 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,

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Twelve (12) Continuation Cycles (28 days per cycle)	$67,000.00	$804,000.00
FY 2024-26 Maximum Liability Amount			**$881,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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 F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $881,000 for services rendered under this Agreement.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$881,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$881,000**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

RENEWAL AND AMENDMENT NO. 1 TO
MENTAL HEALTH SERVICES AGREEMENT A-17388
BY AND BETWEEN
COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS RENEWAL AND AMENDMENT NO. 1 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-17388 for the provision of mental health services in the amount of $278,000 for the term March 25, 2025 to July 15, 2025; and

WHEREAS, the AGREEMENT expired by its terms on July 15, 2025; and

WHEREAS, the COUNTY and CONTRACTOR wish to renew and amend AGREEMENT A-17388 as specified below:

1. Extend full agreement term from March 25, 2025 to December 31, 2025.
2. Increase services and original contract amount by $335,000.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term. is hereby amended and restated to read in its entirety as follows:

   "This Agreement shall be effective March 25, 2025 and shall remain in effect until December 31, 2025."

2. EXHIBIT B: PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B shall be construed to refer to EXHIBIT B-1: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 1 increases the current contract amount of $278,000 by $335,000 for a total not to exceed new maximum contract amount of $613,000.
5. This RENEWAL AND AMENDMENT NO. 1 shall be effective July 16, 2025.
6. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement A-17388 executed by the County on June 26, 2025.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY	PCH TREATMENT, INC.
DocuSigned by: C7A30BA59CA8423...	DocuSigned by: Jeff Ball BFB1A2AAB28D45D...
By: Elsa Jimenez, Director of Health	By: Jeff Ball, President and CFO
Date 8/14/2025 | 1:02 PM PDT	Date: 7/17/2025 | 10:47 AM PDT
Approved as to Form	
DocuSigned by: Kevin Serrano CF464EA4829E4B5...	
By: Office of County Counsel[1]	
Date: 7/17/2025 | 4:29 PM PDT	
Approved as to Fiscal Provisions	
DocuSigned by: Patricia Ruiz E79EF64E57454F6...	
By: Auditor/Controller[2]	
Date: 7/18/2025 | 7:52 AM PDT	
Approved as to Liability Provisions	
By: Risk Management[3]	
Date	

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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:

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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.

C. 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

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. 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.

E. 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,

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Eight (8) Continuation Cycles (28 days per cycle)	$67,000.00	$536,000.00
FY 2024-26 Maximum Liability Amount			**$613,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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 F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $613,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$613,000

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

TOTAL MAXIMUM COUNTY OBLIGATION:	$613,000

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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 Wendy Root Askew to:

Agreement No.: A-17388 ; Amendment No.: 1
Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add $335,000 of additional services, for a revised total Agreement amount not to exceed $613,000.

PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-17388

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 **PCH TREATMENT, 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

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: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

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. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

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 E to this Agreement, indemnification described in Section

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

~~VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS~~

~~A. ICD-10~~

~~1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.~~

~~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.~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.~~

~~F. Practice Guidelines~~

~~1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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;~~

~~iv. The information is consistent with the content and language requirements of this agreement;~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

~~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

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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, 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.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

~~XVI. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

XVII. ACCESS TO AND AUDIT OF RECORDS

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

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,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
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);

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

Melanie Rhodes, LMFT, LPCC, CCISM
Interim Behavioral Health Bureau Chief/
Behavioral Health Director
County of Monterey, Health Department
1270 Natividad Road
Salinas, CA 93906
(831) 755-4510

CONTRACTOR

Jordan D. Blunt
Admissions Coordinator
PCH Treatment, Inc.
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
(424)410-9913

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____ Contracts/Purchasing Officer	**PCH Treatment, Inc.** Contractor's Business Name *
Date: _____	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Chair, President, or Vice-President) *
By: DocuSigned by: C7A30BA59CA8423... Department Head (if applicable)	**Jeff Ball, President and Chief Financial Officer** Name and Title
Date: 6/26/2025 | 4:39 PM PDT	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form [1]	
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5... County Counsel	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 5/27/2025 | 4:37 PM PDT	**Jeff Ball, President and Chief Financial Officer** Name and Title
Approved as to Fiscal Provisions[2] DocuSigned by: Jennifer Forsyth 4E7E657875454AE...	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Auditor-Controller's Office	
Date: 5/28/2025 | 10:02 AM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: A-17388

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:

        i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

C. 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

D. 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.

E. 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	$77,000.00	$77,000.00
	Three (3) Continuation Cycles	$67,000.00	$201,000.00
FY 2024-26 Maximum Liability Amount			**$278,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 F, 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 F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $278,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$278,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$278,000**

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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."

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Jeff Ball
BFB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Business Name of Contractor

Jeff Ball
Name of Authorized Representative (printed)

President and Chief Financial Officer
Title of Authorized Representative

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	PCH Treatment, Inc.	
Name of Contractor's Designee	Jeff Ball	
Title of Designee	President and Chief Financial Officer	
Street 11965 Venice Blvd, Suite 200		
City Los Angeles	State CA	Zip 90066
IRS Employer Identification Number	271020104	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by: Jeff Ball BFB1A2AAB28D45D...

Signature of Contractor

Date 5/9/2025 | 4:29 PM PDT

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.
- 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

- 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, 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

DocuSigned by:
Jeff Ball
BEB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Contractor (Organization Name)

Jeff Ball
Name of Authorized Representative

President and Chief Financial Officer
Title of Authorized Representative

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT F: COST REIMBURSEMENT INVOICE FORM

Contractor :	PCH Treatment, Inc.	Invoice Number :	
Address Line 1	11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066	County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	March 25, 2025 - July 15, 2025	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
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

   2. Deducted from future claims over a period not to exceed six (6) months;

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 25, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and PCH Treatment, Inc. ("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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.
Attn: Jeff Ball
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
Phone: (424)410-9913
Fax:
Email: jball@pchtreatment.com

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:~~

DS
6/27/2025 | 10:30 AM PDT

DS
5/20/2025 | 8:33 AM PDT

~~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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Jeff Ball	Print Name: Elsa M. Jimenez
Print Title: President and Chief Financial Officer	Print Title: Director of Health
Date: 5/20/2025 | 8:33 AM PDT	Date: 6/26/2025 | 4:39 PM PDT

Docusign Envelope ID: 00CD14FC-78A8-4477-86B7-5B7A6D4457AF

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 Glenn Church to:

Agreement No.: A-17388
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between The County of Monterey and PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues for a total amount not to exceed $278,000 for the retroactive term of March 25, 2025 through July 15, 2025; and
b. Accept non-standard risk 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 (3) future amendments that do not exceed 10% ($27,800) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $305,800.

PASSED AND ADOPTED on this 24th 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 24, 2025.

Dated: June 26, 2025
File ID: A 25-236
Agenda Item No.: 29

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive Platform License Agreement with Conduent Health Communities Corporation (CHCC) for the provision of customization, maintenance, support, and training for the Healthy Communities Institute Platform System that collects de-identified population health data from multiple sources in the amount of $120,000 for a term effective June 24, 2025 through June 23, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($12,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $132,000; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive Platform License Agreement with Conduent Health Communities Corporation (CHCC) for the provision of customization, maintenance, support, and training for the Healthy Communities Institute Platform System that collects de-identified population health data from multiple sources in the amount of $120,000 for a term effective June 24, 2025 through June 23, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($12,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $132,000; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

Conduent Healthy Communities Corporation (CHCC) hosts a Standalone Platform (CCHC Platform), a website template system that collects de-identified population health data from multiple sources. This platform includes a proprietary web-based, customizable data visualization and mapping tool that enables online analytics and data dashboarding by aggregating information such as health and social factors impacting population health in the community.

DISCUSSION:
The customization and implementation of the CCHC Platform will enable the County and community partners to develop targeted strategies, implement programs, and monitor outcomes using de-identified health and social data. This tool supports the Health Department's efforts to maintain national public health accreditation and enhances transparency by allowing the community to access information directly. The platform also provides visualizations that highlight associations between social, environmental, and behavioral factors that influence community health.

The CCHC Platform allows the Health Department to facilitate community partnerships and support governing entities by presenting meaningful data that combines clinical and community information. By centralizing and organizing publicly available data, the solution addresses the challenge of siloed and disparate systems, which often hinder coordinated engagement with community stakeholders and alignment of resources.

Data to be included in the platform will consist of existing datasets provided by CHCC as well as additional datasets uploaded by Monterey County Health Department (MCHD) staff. All data uploaded for analytics will be de-identified, and the website will remain publicly accessible. Importantly, there is no need for local software installation, as MCHD staff will upload and manage dashboards directly through the platform.

Given its ability to support data-informed decision-making, strengthen community engagement, and improve transparency, it is the recommendation of the Director of Health to approve this agreement with Conduent Healthy Communities Corporation.

The recommended action is retroactive due to lengthy contract negotiations, which extended past the original timeline for approval.

OTHER AGENCY INVOLVEMENT:
County Counsel, Information Technology, and Auditor-Controller have reviewed and approved this Platform License Agreement as to legal form, technology form, and fiscal provisions respectively. Risk Management cannot approve due to the non-standard terms.

FINANCING:
Funding for this agreement is included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget, provisions will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Well-Being and Quality of Life Strategic Plan Goal by enabling data-driven strategies that improve community health outcomes. It aligns with objectives to strengthen public health systems, enhance transparency, and promote collaboration with stakeholders to address the social determinants of health.

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: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive Platform License Agreement with Conduent Health Communities Corporation (CHCC) for the provision of customization, maintenance, support, and training for the Healthy Communities Institute Platform System that collects de-identified population health data from multiple sources in the amount of $120,000 for a term effective June 24, 2025 through June 23, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($12,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $132,000; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive Platform License Agreement with Conduent Health Communities Corporation (CHCC) for the provision of customization, maintenance, support, and training for the Healthy Communities Institute Platform System that collects de-identified population health data from multiple sources in the amount of $120,000 for a term effective June 24, 2025 through June 23, 2028;
b. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($12,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $132,000; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

Conduent Healthy Communities Corporation (CHCC) hosts a Standalone Platform (CCHC Platform), a website template system that collects de-identified population health data from multiple sources. This platform includes a proprietary web-based, customizable data visualization and mapping tool that enables online analytics and data dashboarding by aggregating information such as health and social factors impacting population health in the community.

DISCUSSION:
The customization and implementation of the CCHC Platform will enable the County and community partners to develop targeted strategies, implement programs, and monitor outcomes using de-identified health and social data. This tool supports the Health Department's efforts to maintain national public health accreditation and enhances transparency by allowing the community to access information directly. The platform also provides visualizations that highlight associations between social, environmental, and behavioral factors that influence community health.

The CCHC Platform allows the Health Department to facilitate community partnerships and support governing entities by presenting meaningful data that combines clinical and community information. By centralizing and organizing publicly available data, the solution addresses the challenge of siloed and disparate systems, which often hinder coordinated engagement with community stakeholders and alignment of resources.

Data to be included in the platform will consist of existing datasets provided by CHCC as well as additional datasets uploaded by Monterey County Health Department (MCHD) staff. All data uploaded for analytics will be de-identified, and the website will remain publicly accessible. Importantly, there is no need for local software installation, as MCHD staff will upload and manage dashboards directly through the platform.

Given its ability to support data-informed decision-making, strengthen community engagement, and improve transparency, it is the recommendation of the Director of Health to approve this agreement with Conduent Healthy Communities Corporation.

The recommended action is retroactive due to lengthy contract negotiations, which extended past the original timeline for approval.

OTHER AGENCY INVOLVEMENT:
County Counsel, Information Technology, and Auditor-Controller have reviewed and approved this Platform License Agreement as to legal form, technology form, and fiscal provisions respectively. Risk Management cannot approve due to the non-standard terms.

FINANCING:
Funding for this agreement is included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget, provisions will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Well-Being and Quality of Life Strategic Plan Goal by enabling data-driven strategies that improve community health outcomes. It aligns with objectives to strengthen public health systems, enhance transparency, and promote collaboration with stakeholders to address the social determinants of health.

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: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

STANDALONE PLATFORM LICENSE AGREEMENT

This Standalone Platform License Agreement ("Agreement") is retroactively entered into on June 24, 2025 (the "Effective Date") by and between Conduent Healthy Communities Corporation, a California Corporation (“Conduent”), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and County of Monterey, a political subdivision of the State of California, on behalf of Monterey County Health Department (“Client” or “County”), with its principal place of business located 1270 Natividad Road, Salinas, CA 93906. Conduent and Client may collectively be referred to as “Parties” and individually as a “Party.”

This Agreement is entered into with reference to the following facts:

1. Conduent is in the business of providing an instance of the Platform (as defined below) that has a distinct domain name and URL, with certain customizations, and associated implementation, training and maintenance support services;

2. Client desires to engage Conduent to services as defined more specifically herein; and

3. Conduent and Client desire to set forth, in this Agreement, the terms which are applicable to such services engagement.

Accordingly, Conduent and Client agree as follows:

1. SCOPE OF SERVICES

Conduent shall provide a standalone website template, with certain customizations as defined herein (the “Platform”), and training and maintenance support services for the Platform, as outlined in Exhibit A, Statement of Work, attached hereto and incorporated therein (the “Services”).

2. PRICE AND PAYMENT TERMS

A. Payment & Invoicing. Conduent will provide an invoice to Client for all payments that become due for Services hereunder and Client agrees to pay Conduent for such Services in accordance with the terms of this Section. Client shall submit the invoice in the requested amount as detailed in **Exhibit A, Statement of Work as the parties mutually agree** 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 of the invoice except for any amount disputed in good faith within 30 days of the date of receipt by the County-Auditor-Controller of the invoice. In the event that any undisputed amount due to Conduent hereunder is not paid within 30 days of the County’s receipt of the invoice, without waiving any claim or right against Client and without liability whatsoever to Client, Conduent reserves the right to suspend or terminate Client’s access to the Platform and the performance of any services provided hereunder.

Upon completion of a Deliverable, Client shall provide written sign-off within thirty (30) days. After such time, if written sign-off is not received, the Deliverable shall be deemed accepted by Client.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

C. Transaction Taxes. All amounts payable under this Agreement are exclusive of any and all Transaction Taxes. Client shall pay, reimburse and indemnify Conduent for any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this Agreement and any transaction documents, including but not limited to sales, use, value added, services, rental, excise, transactionally-based gross receipts, and privilege taxes, plus any interest and/or penalty thereon ("Transaction Taxes"). Transaction Taxes do not include (i) any taxes on Conduent's income or taxes in lieu of such income taxes, capital, property, employment or the privilege of doing business, or (ii) taxes on any goods and services used or consumed in performing the Services (including services obtained from subcontractors and/or Conduent affiliates) where the tax is imposed on Conduent's acquisition or use of such goods and services and the amount of tax is measured by Conduent's costs in acquiring, or the value associated with such goods and services. Transaction Taxes will be included in Conduent's invoice unless (i) the Client timely provides, and Conduent accepts proof of the Client's tax-exempt status or (ii) Conduent is not registered to collect Transaction Taxes in a particular tax jurisdiction, in which case the Client shall be responsible for self-reporting and remitting Transaction Taxes directly to the taxing authority. If a taxing authority determines Conduent did not collect all Transaction Taxes, the Client shall remain liable to Conduent for such additional Transaction Taxes. Conduent and the Client each agree to take commercially reasonable steps to cooperate with each other in order to minimize Transaction Taxes imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law. Conduent and the Client agree that each of (i) the legal entity issuing an invoice and receiving a payment, and (ii) the legal entity receiving such invoice and making such payment, shall be organized in the United States. Prior to the first payment by the Client pursuant to this Agreement, Conduent shall provide to the Client a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, claiming an exemption from backup withholding. Upon receipt of such form, the Client shall not withhold any portion of the payments made pursuant to this Agreement.

3. TERM AND TERMINATION

A. Term of Agreement. This Agreement will commence on the Effective Date and will remain in force for a period of three years ("the Initial Term"). After the Initial Term, the term of this Agreement shall continue at the option of Client to extend the Agreement for up to two (2) additional one (1)-year extensions ("a Renewal Term") under mutually agreed pricing terms for each Renewal Term, unless otherwise terminated as provided herein (the "Term"). The Term may be extended upon mutual written agreement of the Parties.

B. Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' prior written notice in the event of a material breach by the other Party of its obligations under this Agreement and the Party said to be in breach fails to cure the condition of breach within thirty (30) days after receipt of the notice of breach.

C. Termination for Non-payment. Conduent will have the option, but not the obligation, to terminate this Agreement or suspend performance of the Services if Client fails to pay when due undisputed amounts owing to Conduent, and Client fails to cure such failure within thirty(30) days after receipt of written notice from Conduent.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

D. Effect of Termination. Upon termination of this Agreement, all rights and duties of the Parties toward each other shall cease except that (i) Client shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Conduent for unpaid Services performed up to the date of termination, and related expenses, if any, in accordance with the terms of this Agreement, and (ii) Sections 4, 5, 6, 7, 8, and 10 shall survive termination of this Agreement.

E. Termination without Cause. During the Term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to Conduent 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.

F. Termination for Lack of Government Funding. The County's payments to Conduent 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 shall give written notice of this fact to Conduent, 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.

4. REPRESENTATIONS BY CONDUENT

A. No Conflict. Conduent represents that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the Services to be provided under this Agreement.

B. Performance of Services. Conduent will perform the Services in a workmanlike manner in substantial compliance with Exhibit A, Statement of Work. If Conduent fails to perform the Services as represented in this Section and Client reports such failure to Conduent within ten (10) days after completion of such Services, Conduent will, at its expense, use commercially reasonable efforts to re-perform the Services to the standards stated herein. The foregoing is Client's sole and exclusive remedy for a breach of representations set forth in this Section.

C. No Other Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, CONDUENT DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Except for the limited representations provided herein, all Services and other materials delivered by Conduent ("Deliverables") are provided on an "AS IS" basis. Client acknowledges that Conduent's Deliverables and Services are not a substitute for legal advice in meeting federal, state or local regulations for conducting community health needs assessments or providing health information to communities.

5. INDEMNIFICATION

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

A. Conduent will defend, indemnify, and hold harmless Client and its successors and assigns, and each of their respective officers, directors, employees, and agents, from and against any third-party claim, action, suit, demand, investigation, proceeding, liability, loss, damage, cost, fine, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of (a) Conduent's negligence or material breach of the Agreement, or violation of any applicable law in connection with its performance under the Agreement, or (b) any bodily injury or death to persons or tangible property damage in connection with its performance under the Agreement (collectively, "Claim(s)"), including the payment of all amounts that a court or arbitrator awards or that Conduent agrees to in settlement of any Claim(s) as well as any and all reasonable expenses or charges as they are incurred by Client in cooperating in the defense of any Claim(s). Conduent shall not enter into any stipulated judgment or settlement that purports to bind Client without Client's express written authorization, which shall not be unreasonably withheld.

B. Intellectual Property Indemnification.

1. Conduent shall indemnify, defend, and hold harmless Client, its officers, agents, and employees from and against any and all claims, demands, suits, causes of action, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and expert costs) arising out of or relating to any claim that the Services, work product, materials, or deliverables provided by Conduent under this Agreement, or Client's use thereof in accordance with this Agreement, infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

2. In the event of such a claim, Conduent shall, at its sole expense and option:, (i) modify Conduent's software to make it non-infringing or cure any claimed misuse of another's trade secret, provided such modification does not adversely affect the functionality of the software, or (ii) procure for Client the right to continue using Conduent's software pursuant to the applicable Service Agreement, or (iii) replace Conduent's software with substantially equivalent software that is non-infringing or that is free of claimed misuse of another's trade secret. Any costs associated with implementing any of the above alternatives shall be borne by Conduent. With respect to any software provided or developed by Conduent pursuant to this Agreement, Conduent shall have no liability to Client (i) to the extent that any claim of infringement is based upon Client's use of the software in connection or in combination with equipment, devices or software for which the software was not designed, (ii) for infringements that arise solely as a result of the implementation by Client of functionality requirements or specifications presented by Conduent and such infringement would have been avoided had such requirements or specifications not been implemented and (iii) for maintenance, modifications, updates, enhancements and improvements made to the software by Client, if such claim would not have arisen but for such modification or combination.
3. Client's right to indemnity pursuant to Section 5.B.1. for intellectual property infringement and remedy set forth in section 5.B.2. shall not apply to any claims of indirect or contributory infringement. Specifically, Conduent will have no liability to Client for claims of infringement to the extent resulting from: (i) specifications and materials developed and provided by Client to Conduent; (ii) modification of the Services, work product, materials, or deliverables by Client; (iii) use or incorporation of the Services, work product, materials, or deliverables in a manner by Client for which they were not designed or in violation of this Agreement; or (iv) use of the Services, work product, materials, or deliverables by Client in combination with items not intended, provided, or specified by Conduent.

6. INTELLECTUAL PROPERTY

A. Licenses. During the Term and in consideration for Client's payment of fees as defined in this Agreement, Conduent grants to Client a non-exclusive, non-transferable, non-sublicensable, license to (i) access and remotely interact with the Platform implementation site and allow users of the Platform ("Users") such access and interaction; (ii) use Conduent's Trademarks (as defined below) solely as defined in this Section 6; (iii) access Platform utilization data; (iv) access error corrections to the Platform, including fixes to problems in software, but excluding additional options, enhancements, and/or new features. Client grants to Conduent a worldwide, non-exclusive, royalty free license to use, reproduce, distribute, perform and display and all content it provides to Conduent in connection with the Platform and this Agreement.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

B. Trademarks. Conduent and Client each grant to the other a limited, non-exclusive, non-sublicensable, worldwide license to use the other's trademarks, trade names, copyrights, logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each Party's obligations under this Agreement during the Term. Conduent and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. Conduent and Client may each terminate the other's license to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such issue is not cured within ten (10) days' of notice thereof. Each Party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other Party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights, licenses or uses whatsoever in or to the Conduent Platform of Conduent's Trademarks are granted to Client. Conduent is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, through the world (including all intellectual property and other proprietary rights), in and to the original and copies of the Conduent Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the Platform, and any Deliverables and Services provided under this Agreement.

C. Protections. Conduent and Client shall cooperate to police and protect the Platform and its associated intellectual property notices on all copies Client produces or reproduces of the Platform and associated data, screens and software, and shall not remove any Conduent intellectual property notices from any materials. Any website through which a user interacts with the Platform shall have, at a minimum, attribution to Conduent for creating and operating the website and Services, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, Conduent copyright notices on all pages, and appropriate credit for the Platform and links back to Conduent in any "about us" section.

7. CONFIDENTIAL INFORMATION

A. Defined. During the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as 'confidential': (i) information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, and (ii) Conduent software licensed or otherwise made available to Client (collectively, "Confidential Information").

B. Confidentiality. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information of a similar nature, but in no event with less than a commercially reasonable degree of care, and (ii) not disclose any such Confidential Information to any person or entity, except the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

C. Exclusions. The obligations of confidentiality will not apply to any Confidential Information that: (i) is or becomes generally available to and known by the public other than a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party, or (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

D. Limited Waivers. The terms of this Section will not preclude the disclosure of Confidential Information by the Receiving Party if such disclosure is: (i) in response to a valid order of a court or other governmental body of the United State or any political subdivision thereof, (ii) otherwise required by applicable law or regulation, or (iii) necessary to establish the rights under this Agreement, provided however, that the Receiving Party will limit the disclosure to the extent required for such purposes.

8. LIMITATION OF LIABILITY

9. A. NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT CONDUENT'S LIABILITY FOR (1) ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (SECTION 5); (2) CONDUENT'S INFRINGEMENT OF CLIENT'S INTELLECTUAL PROPERTY RIGHTS (SECTION 6); (3) BREACH OF SECTION 7 (CONFIDENTIALITY) OF THIS AGREEMENT; OR (4) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
10. B. SUBJECT TO SECTION 8(A) ABOVE, (1) CONDUENT SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED LO LOST PROFITS, LOST REVENUE, AND LOST OPPORTUNITY, EVEN IF EITHER PARTYHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES OR SUCH DAMAGES, LOSSES, OR EXPENSES WERE REASONABLY FORESEEABLE; AND (2) CONDUENT'S TOTAL, MAXIMUM. AGGREGATE LIABILITY TO CLIENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF $100,000 OR THE TOTAL PAYMENTS RECEIVED BY CONDUENT.
11. C. NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT CLIENT'S LIABILITY TO THE EXTENT ARISING FROM CLIENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR CLIENT'S BREACH OF SECTION 7 (CONFIDENTIALITY), OR TO THE EXTENT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
12. D. SUBJECT TO SECTION 8(CA) ABOVE, (1) CLIENT SHALL NOT BE LIABLE TO CONDUENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, AND LOST OPPORTUNITY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES OR SUCH DAMAGES, LOSSES, OR EXPENSES WERE

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

REASONABLY FORESEEABLE, AND (2) CLIENT'S TOTAL, MAXIMUM, AGGREGATE LIABILITY TO CONDUENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF $100,000 OR THE TOTAL PAYMENTS RECEIVED BY CONDUENT.

13. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to create a partnership, joint venture or similar relationship between the Parties and, except as otherwise expressly provided herein, no Party shall be deemed to be the agent of the other Party, it being understood and agreed that neither the method of computing compensation nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of independent parties contracting for services. Neither Party has or shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

14. NON-SOLICITATION

Client will not solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of Conduent's Personnel or the Personnel of its affiliates, during their participation in the Services or during the twelve (12) months after the conclusion of such participation. "Personnel" includes any individual or company Conduent employs or has employed as a partner, employee or independent contractor and with which Client comes into direct contact in the course of the Services. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

15. INSURANCE REQUIREMENTS

A. Evidence of Coverage: Prior to commencement of this Agreement, Conduent shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Conduent 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 Conduent.

B. 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.

C. Insurance Coverage Requirements: Without limiting Conduents's duty to indemnify, Conduent 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

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

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 Conduent 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.)

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.

D. 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.

Conduentshall 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 Conduent 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 Conduent. Auto liability coverage shall be provided in the form of an endorsement to Conduent's insurance.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

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 Conduent'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 selfinsurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of Conduent'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 Conduent. Should Conduent be self-insured for workers' compensation, Conduent 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, Conduent shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that Conduent has in effect the insurance required by this Agreement. Conduent 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. Conduent 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 Conduent and Conduent shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Conduent to maintain such insurance maybe a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement in accordance to Section 3(b) of this Agreement.

16. MISCELLANEOUS PROVISIONS

A. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

B. Severability. In the event any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision of this Agreement will not be affected and, in lieu of such invalid or unenforceable provision, there will be added automatically as part of this Agreement one or more provisions as similar in terms as may be valid and enforceable under applicable law.

C. Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from fire, explosion, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, riot, war, terrorism, civil disorder, rebellions or revolutions, quarantines, wide spread disease or sickness, embargoes and other similar government or third party action, or any other cause beyond the reasonable control of such Party ("Force Majeure Event"). The Party whose performance has been delayed or prevented shall act diligently to resume performance as soon as reasonably possible.

D. Waiver. The waiver by any Party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California; , without regard to the conflict-of-laws rules of the State of California. All disputes arising out of or in connection with this Agreement shall be adjudicated in, and the Parties consent to the jurisdiction of (and waive any defenses, including forum non conveniens, as to venue situated in), **Monterey County or, if jurisdiction is vested exclusively in the federal courts, the United States District Court for the Nother District of California..**

F. Notices. Any notice required or permitted by this Agreement shall be addressed to the Parties at the addresses shown below or such other address as either Party may notify the other of in a written notice delivered to the other Party in accordance with this Section. Notices shall be deemed given when delivered in hand or three (3) business days after the date mailed by United States mail, postage prepaid, or when actually delivered.

If to Conduent:

Conduent Healthy Communities Corporation
100 Campus Drive, Suite 200
Florham Park, NJ 07932
Attn: Healthcare Group President

With a copy to: Conduent Law Department

And an electronic copy to:
clientcontracts@conduent.com

If to Client:
Sarah House – Departmental Information Systems Manager
1270 Natividad Road, Salinas, Ca. 93906
831-755-4531

G. Entire Agreement. This Agreement, together with Exhibit A, Statement of Work, attached hereto and incorporated therein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications, whether written or oral, relating to the subject matter hereof.

H. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. This Agreement may be electronically signed and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

For Conduent Healthy Communities Corporation

Signed by:
Signature: 2.Kimberly Marshall
6630F7B1354E484...

Printed Name: 2. Kimberly Marshall

Title: Head Commercial

Date: 12/4/2025 | 1:05 PM CST

DocuSigned by:
Signature: Jeff Neiheisel
A34B1F28BCB440D...

Printed Name: Jeff Neiheisel

Title: Assist. Secretary

Date: 12/4/2025 | 2:10 PM CST

For County of Monterey, on behalf of Monterey County Health Department

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

Chief Deputy County Counsel

12/16/2025 | 12:21 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz

Auditor Controller Analyst I

12/15/2025 | 2:31 PM PST

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

EXHIBIT A

STATEMENT OF WORK

A. Platform. Conduent shall provide a version of the Platform which will be configured for the counties, identified herein as follows: Monterey County in the State(s) of:California, and shall include the following features:

1. Data and Analysis Features:
   a. Core Indicators (Attachment A) – Health and quality of life indicators as available from public, online state or national data sources. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Core indicator list is subject to change from time to time depending upon data availability and strategy, and data values may be suppressed or unavailable if statistically invalid. See Attachment A for list of Core Indicators to be included under this Statement of Work. Client requests for additions or edits to the core list may incur additional costs and must be mutually agreed upon by the Parties in writing. Client can add local data into the Community Dashboard (see "#4-Customization Tools & Options") for no additional fees.
   b. Demographics (Attachment B)- US Census Bureau QuickFacts Profile
   c. Community Behavior Indicators (Attachment C)–– Not Included.
   d. Community Spending Indicators (Attachment D) – 12 spending-to-income ratio indicators, 5 community spending indicators. Available at the state, county, zip code, and census tract levels.
   e. Hospitalization and Emergency Department Data* (Attachment E) - Included. See selection below.

      Potentially-Preventable Cause Indicators

      ☒Hospitalization Rates (19 Indicators)

      ☒ER Rates (18 Indicators)

      Behavioral Health Indicators

      ☒Hospitalization Rates (8 Indicators)

      ☒ER Rates (8 Indicators)

      *Note: Client is responsible for obtaining and purchasing, if there is a fee, hospital utilization data from the state/agency that holds data. These indicators are provided at county and zip code level (based on statistical validity); two measurement periods included as baseline; age-adjusted data. Conduent will publish calculated rates to the Community Dashboard within 10-12 weeks of receipt of hospital utilization data.

   f. Regional Rollup – Not Included.
   g. SocioNeeds Index® Suite – Provides analytics around social determinants of health to advance equitable outcomes. Each index summarizes multiple health and socioeconomic indicators for counties, zip codes, and census tracts into one validated composite score to help identify areas for action.
      i. Healthy Equity Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes.
      ii. Food Insecurity Index – A measure of food access that is correlated with social and economic hardship.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

iii. Mental Health Index – A measure of social determinants and health factors correlated with self-reported poor mental health.

h. Data Scoring Tool – Rank indicators on the Conduent Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher-level ranking of community health needs. Reports are downloaded from the administrative system at the county level.

i. GIS Maps – Quickly visualize health and quality of life indicators within Client's community; Geographic Information System ("GIS") Maps display indicators available for standard geographies (county, zip code and census tract).

j. Data Extracts – Provides the site administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. Evaluation and Tracking Tools
   a. Healthy People 2030 Tracker – Conduent-maintained progress tracker for key Healthy People 2030 targets
   b. Local Progress Trackers – Allows site administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
   c. Locally Added Targets - Client can add local targets to Conduent-maintained and locally maintained indicators using the self-service tool.
3. Resources Features
   a. Promising Practices – Database of 2,000+ health and quality of life programs and policies from across the country classified by effectiveness
   b. Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, 211 resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by Client.
   c. Funding Opportunities – Conduent-maintained collection of national grants and funding opportunities.
   d. CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
   e. Location Report Builder – Quickly create location-specific summary reports that can be linked as pages on the Platform, exported as PDFs, and shared with others.
   f. Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.
4. Customization Tools and Topics

   a. Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHC as well as custom pages created by Client.
   b. Tiles – Conduent's custom content management system. Allows Client to easily create and administer pages without having to know HTML. Client can select from more than 15 unique tile options to highlight Conduent's core tools (indicators, maps, related content, etc.) as well as locally maintained content (Client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

c. Homepage – Homepage designed using Tiles (Conduent's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
d. Custom Web Pages – Allows site administrator to create unlimited custom web pages using Tiles (Conduent's custom content management system); system does not require HTML knowledge.
e. Stories – Site administrator can create a cohesive narrative by combining data visualizations, text, and images. The Stories module is organized by chapters, pages, and items.
f. Locally Maintained Indicators – Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. Conduent provides training and guidance to support local content addition.
g. Language Translation – Automated translation of website for 40+ languages supported by Google.

B. Support Services. Conduent shall provide the following Support Services:

1. Account Manager Training and Support Services. Conduent will provide the following Support Services to assist in the maintenance of the Platform. These Support Services shall be conducted via phone and/or webinar, however, Client may receive up to two (2) site visits at Client's expense.
   a. Site Administrator Training (as needed) – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to Client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
   b. Site Orientation (as needed) – A meeting to introduce the Client's custom-designed Platform. Includes overview of site features and topics aligned with Client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
   c. Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support Client's goals and objectives.
   d. Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

2. Conduent Peer Network. The Conduent Peer Network consists of hospitals, health departments and community coalitions licensing the Platform and provides access to the following benefits:
   a. Community Resources – 24/7 access to a variety of examples from other Conduent clients, including client success stories, sample CHNA reports / implementation strategies and approaches for marketing the Platform to Client's community.
   b. Webinars – Access to on-demand and live webinars led by public health professionals at Conduent in conjunction with the Conduent Peer Network. Webinars highlight new product features, client success stories and trending population health topics.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

c. Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, Conduent news and more.
d. Client Meetings – Invitation to national or regional meetings.

3. Maintenance Services. Conduent shall have the following ongoing responsibilities with respect to maintenance of the Platform:
   a. Keep the site up and running with high availability – response time to mission critical website failures is 24/7.
   b. Respond to questions from the Client during regular business hours regarding usual operations of the website.
   c. Update core indicators within one calendar quarter of public, online source data updates
   d. Maintain integrity of links for the promising practices database.
   e. Fix any defects or bugs that are identified in the system.
   f. Respond to change orders in a timely fashion; initial response within one (1) business day for urgent requests.

C. Client Responsibilities. Client will have the following responsibilities to assist in the launch and maintenance of the site:

1. Maintain one project manager to serve as the point of contact with Conduent to lead implementation, receive website administration training and interact with Conduent during the implementation and maintenance of the Platform.
2. Provide feedback and review of site developments in a timely manner.
3. Regularly update locally maintained content.
4. Respond to brief, occasional surveys to provide feedback on Conduent Services.
5. Client will allow Conduent to maintain a terms of use link and document on the Platform implementation's website for Client. Users must agree to the terms of use or will not be allowed to use the Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by Conduent.

D. Changes and Additions to the Statement of Work. If new requirements or expanded requirements are identified during the specifications phase, this Statement of Work shall be amended and agreed to in writing by the Parties and in advance of development. Conduent reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the Platform from time to time, and in accordance with any regulatory requirements and then-current product specifications.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

E. Terms of Payment

1. Pricing.

States: California
County: Monterey

Description	Fee
Recurring Annual License Fee	$30,000

2. Billing Schedule.

	6/24/25 - 6/23/26	6/24/26 - 6/23/27	6/24/27 - 6/23/28	6/24/25 - 6/23/28
Annual License – Basic Conduent Embedded Standalone Platform, State: California, County: Monterey	$20,000	$20,000	$20,000	
Bundled Hospitalization, ER, and Mental Health data added to Platform License Subscription*	$7,500	$7,500	$7,500	
Claritas Community Spending Indicators	$2,500	$2,500	$2,500	
Additional analytics of data provided by Client or tools and templates provided to support new data on an "as-requested" and "as-approved" basis by County.				$30,000
Subtotal	$30,000	$30,000	$30,000	$30,000

Total Agreement Amount	$120,000

1. Annual License Fees are invoiced at each anniversary of the Effective Date of the Agreement ("Licensing Period Start Date") unless Annual License is terminated subject to the terms in Section 3 (Term and Termination) of the Agreement.
2. Process to initiate a request for additional analytics services and/or new analytics templates will be as follows:
    1 Client will submit a written request to Conduent for a quote.
    2 Conduent will submit to Client a written quote.
3. Upon written approval by the Director of Health Services or designee, Client will adjust the associated purchase order and services may commence. All invoices are due as set forth in Section 2 (Price and Payment Terms) of the Agreement.
4. The billing contact to receive invoices and interact with Conduent on billing matters is as follows:
    Monterey County Health Department/ Administration Bureau

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

1270 Natividad Road, Salinas, CA 93906
HDADMINFinance@countyofmonterey.gov

Conduent shall bill the Annual License Fee in one installment on each anniversary of the Licensing Period Start Date.

Client shall be responsible for designating, in writing to Conduent, an individual as the billing contact to receive invoices and interact with Conduent on billing matters. Client shall provide prompt written notice to Conduent in the event that the Client billing contact is going to change.

4.Travel and Related Business Expenses.
In-person meetings may be arranged at Client's request. Conduent will be reimbursed for travel and related business expenses associated with in-person meetings.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

ATTACHMENT A

CORE INDICATORS

Indicator Name	Geography	Source
COMMUNITY		
Civic Engagement:		
Voter Engagement	County	California Health Interview Survey
Voter Turnout: Presidential Election	County	California Secretary of State
Crime & Crime Prevention:		
Adult Arrest Rate	County	California Department of Justice
Hate Crime Offenses	County	California Department of Justice
Homicides	County	California Department of Justice
Juvenile Arrest Rate	County	California Department of Justice
Violent Crime Rate	County	California Department of Justice
Age adjusted Death Rate due to Firearms	County	Centers for Disease Control and Prevention
Demographics:		
Average Household Size	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Female Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Foreign Born Persons	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Male Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Population age 5+ with Language Other than English Spoken at Home	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Population American Indian and Alaska Native	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Asian	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Black or African American	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Hispanic or Latino	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Native Hawaiian and Other Pacific Islander	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Two or More Races	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 18	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 5	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White (Not Hispanic or Latino)	County	U.S. Census Bureau Population and Housing Unit Estimates
Total Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Veteran Population	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Public Safety:		
Age-Adjusted Death Rate due to Motor Vehicle Traffic Collisions	County	Centers for Disease Control and Prevention
Alcohol-Impaired Driving Deaths	County	County Health Rankings
Bicycle-Involved Collision Rate	County	California State Highway Patrol
Social Environment:		
Substantiated Child Abuse Rate	County	Child Welfare Dynamic Report System
People 65+ Living Alone	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Social Associations	County	County Health Rankings
Transportation:		
Mean Travel Time to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Solo Drivers with a Long Commute	County	County Health Rankings
Workers Commuting by Public Transportation	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Workers who Drive Alone to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
ECONOMY		
Employment:		
Employer Establishments	County	U.S. Census - County Business Patterns
Female Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Size of Labor Force	County	U.S. Bureau of Labor Statistics
Total Employment	County	U.S. Census - County Business Patterns
Total Employment Change	County	U.S. Census - County Business Patterns
Unemployed Workers in Civilian Labor Force	Census Place,County	U.S. Bureau of Labor Statistics
Food Insecurity:		
Child Food Insecurity Rate	County	Feeding America

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Food Insecure Children Likely Ineligible for Assistance	County	Feeding America
Food Insecurity Rate	County	Feeding America
Students Eligible for the Free Lunch Program	County	National Center for Education Statistics
Government Assistance:		
Households with Cash Public Assistance Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing & Homes:		
Homeownership	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing Units	County	U.S. Census Bureau Population and Housing Unit Estimates
Median Household Gross Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Housing Unit Value	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Monthly Owner Costs for Households without a Mortgage	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Median Monthly Household Costs	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Spending 30% or More of Household Income on Housing	County	American Community Survey 1-Year
Overcrowded Households	County,Zip Code	American Community Survey 5-Year
Renters Spending 30% or More of Household Income on Rent	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Severe Housing Problems	County	County Health Rankings
Income:		
Median Household Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Per Capita Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Poverty:		
Children Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Families Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Youth not in School or Working	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
EDUCATION		
Educational Attainment:		
People 25+ with a Bachelor's Degree or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People 25+ with a High School Diploma or Higher	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
School Environment:		
Student-to-Teacher Ratio	County	National Center for Education Statistics
Student Performance K-12:		
11th Grade Students Proficient in English/Language Arts	County	California Department of Education
11th Grade Students Proficient in Math	County	California Department of Education
11th Grade Students with Suicidal Thoughts	County	
3rd Grade Students Proficient in English/Language Arts	County	California Department of Education
3rd Grade Students Proficient in Math	County	California Department of Education
4th Grade Students Proficient in English/Language Arts	County	California Department of Education
4th Grade Students Proficient in Math	County	California Department of Education
5th Grade Students Proficient in English/Language Arts	County	California Department of Education
5th Grade Students Proficient in Math	County	California Department of Education
6th Grade Students Proficient in English/Language Arts	County	California Department of Education
6th Grade Students Proficient in Math	County	California Department of Education
7th Grade Students Proficient in English/Language Arts	County	California Department of Education
7th Grade Students Proficient in Math	County	California Department of Education
8th Grade Students Proficient in English/Language Arts	County	California Department of Education
8th Grade Students Proficient in Math	County	California Department of Education
High School Graduation	County	California Department of Education

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ENVIRONMENTAL HEALTH		
Air:		
Annual Ozone Air Quality	County	American Lung Association
Annual Particle Pollution	County	American Lung Association
Recognized Carcinogens Released into Air	County,Zip Code	U.S. Environmental Protection Agency
Built Environment:		
Access to Exercise Opportunities	County	County Health Rankings
Food Environment Index	County	County Health Rankings
Liquor Store Density	County	U.S. Census - County Business Patterns
Toxins & Contaminants:		
PBT Released	County,Zip Code	U.S. Environmental Protection Agency
Weather & Climate:		
Weeks of Moderate Drought or Worse	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Days	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Events	County	National Environmental Public Health Tracking Network
Number of Extreme Precipitation Days	County	National Environmental Public Health Tracking Network
HEALTH		
Alcohol & Drug Use:		
Adults who Binge Drink	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Annual Opioid Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Buprenorphine Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Prescription Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Synthetic Opioid Overdose (excluding Methadone)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Drug and Opioid-Involved Overdose Death Rate	County	Centers for Disease Control and Prevention
Age-Adjusted ED Visit Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Long Acting or Extended Release Opioid Prescription Rate to Opioid Naive Residents	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to All Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Opioid Prescription Patients	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Quarterly Opioid Prescription Rate	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Residents on More than 90 Morphine Milligram Equivalents (MME) of Opioids Daily	County	California Opioid Overdose Surveillance Dashboard
Cancer:		
Age-Adjusted Death Rate due to Breast Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Colorectal Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Lung Cancer	County	California Department of Public Health

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Prostate Cancer	County	California Department of Public Health
Breast Cancer Incidence Rate	County	National Cancer Institute
Cancer: Medicare Population	County	Centers for Medicare & Medicaid Services
Cervical Cancer Incidence Rate	County	National Cancer Institute
Cervical Cancer Screening: 21-65	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colon Cancer Screening: USPSTF Recommendation	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colorectal Cancer Incidence Rate	County	National Cancer Institute
Lung and Bronchus Cancer Incidence Rate	County	National Cancer Institute
Mammogram in Past 2 Years: 50-74	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mammography Screening: Medicare Population	County	Centers for Medicare & Medicaid Services
Oral Cavity and Pharynx Cancer Incidence Rate	County	National Cancer Institute
Prostate Cancer Incidence Rate	County	National Cancer Institute
Diabetes:		
Adults with Diabetes	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Age-Adjusted Death Rate due to Diabetes	County	California Department of Public Health
Diabetes: Medicare Population	County	Centers for Medicare & Medicaid Services
Disabilities:		
Persons with a Cognitive Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Persons with a Disability (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Ambulatory Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults with Disability Living in Poverty (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Children with a Disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Family Planning:		
Teen Birth Rate: 15-19	County	California Department of Public Health
Health Care Access & Quality:		
Adults who have had a Routine Checkup	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Health Insurance: 18-64	County	California Health Interview Survey
Adults without Health Insurance	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Children with Health Insurance	County	American Community Survey 1-Year
Non-Physician Primary Care Provider Rate	County	County Health Rankings
People Delayed or had Difficulty Obtaining Care	County	California Health Interview Survey
Persons with Health Insurance	County	U.S. Census Bureau - Small Area Health Insurance Estimates
Persons with Private Health Insurance Only	County	American Community Survey 1-Year
Persons with Public Health Insurance Only	County	American Community Survey 1-Year
Preventable Hospital Stays: Medicare Population	County	Centers for Medicare & Medicaid Services
Primary Care Provider Rate	County	County Health Rankings
Adults Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Children and Teens Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Health Information Technology:		
Households with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households with One or More Types of Computing Devices	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Heart Disease & Stroke:		
Adults who Experienced a Stroke	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Adults who Experienced Coronary Heart Disease	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Have Taken Medications for High Blood Pressure	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Death Rate due to Cerebrovascular Disease (Stroke)	County	California Department of Public Health
Age-Adjusted Death Rate due to Coronary Heart Disease	County	California Department of Public Health
Age-Adjusted Death Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Age-Adjusted Hospitalization Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Atrial Fibrillation: Medicare Population	County	Centers for Medicare & Medicaid Services
Cholesterol Test History	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Heart Failure: Medicare Population	County	Centers for Medicare & Medicaid Services
High Blood Pressure Prevalence	County	California Health Interview Survey
Hyperlipidemia: Medicare Population	County	Centers for Medicare & Medicaid Services
Hypertension: Medicare Population	County	Centers for Medicare & Medicaid Services
Ischemic Heart Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Stroke: Medicare Population	County	Centers for Medicare & Medicaid Services
Adults with Heart Disease	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Immunizations & Infectious Diseases:		

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Influenza and Pneumonia	County	California Department of Public Health
Flu Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Kindergartners with Required Immunizations	County	California Department of Public Health, Immunization Branch
Pneumonia Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Maternal, Fetal & Infant Health:		
Babies with Low BirthWeight	County	California Department of Public Health
Infant Mortality Rate	County	California Department of Public Health
Mothers who Breastfeed	County	California Department of Public Health
Mothers who Received Early Prenatal Care	County	California Department of Public Health
Preterm Births	County	California Department of Public Health
Mental Health & Mental Disorders:		
Adults Needing and Receiving Behavioral Health Care Services	County	California Health Interview Survey
Adults Who Ever Thought Seriously About Committing Suicide	County	California Health Interview Survey
Adults with Likely Serious Psychological Distress	County	California Health Interview Survey
Age-Adjusted Death Rate due to Suicide	County	California Department of Public Health
Depression: Medicare Population	County	Centers for Medicare & Medicaid Services
Mental Health Provider Rate	County	County Health Rankings
Poor Mental Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mortality Data:		
Life Expectancy	County	County Health Rankings

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Nutrition and Healthy Eating:		
Adults who Drink Sugar-Sweetened Beverages	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Older Adults:		
Adults 65+ with a disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with an Independent Living Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Alzheimer's Disease or Dementia: Medicare Population	County	Centers for Medicare & Medicaid Services
Elder Index (Elderly Household Below Income Threshold)	County	California Health Interview Survey
Oral Health:		
Adults 65+ with Total Tooth Loss	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Visited a Dentist	Census Place,Census Tract,County,Zip Code	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Dentist Rate	County	County Health Rankings
Children who Visited a Dentist	Census Place, County, Zip Code	California Health Interview Survey, Neighborhood Edition
Other Conditions:		
Adults with Arthritis	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Chronic Kidney Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Osteoporosis: Medicare Population	County	Centers for Medicare & Medicaid Services
Rheumatoid Arthritis or Osteoarthritis: Medicare Population	County	Centers for Medicare & Medicaid Services
Physical Activity:		
Adults 20+ who are Sedentary	County	Centers for Disease Control and Prevention
Prevention & Safety:		
Age-Adjusted Death Rate due to Unintentional Injuries	County	California Department of Public Health
Respiratory Diseases:		
Adults with Asthma	County	California Health Interview Survey
Adults with COPD	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Current Asthma	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Asthma: Medicare Population	County	Centers for Medicare & Medicaid Services
COPD: Medicare Population	County	Centers for Medicare & Medicaid Services

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Children and Teens with Asthma	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Sexually Transmitted Infections:		
Chlamydia Incidence Rate	County	California Department of Public Health, STD Control Branch
Congenital Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Death Rate Among Persons with Diagnosed HIV Infection	County	California Department of Public Health
Gonorrhea Incidence Rate	County	California Department of Public Health, STD Control Branch
HIV Diagnosis Rate	County	California Department of Public Health
HIV/AIDS Prevalence Rate: 13+	County	California Department of Public Health
Persons Living and Diagnosed with HIV Who are in Care	County	California Department of Public Health
Persons Living with HIV Rate	County	California Department of Public Health
Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Tobacco Use:		
Adults who Smoke	County	California Health Interview Survey
Weight Status:		
5th Grade Students who are Overweight or Obese	County	California Department of Education
Adults who are Obese	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Adults who are Overweight or Obese	County	California Health Interview Survey
Children who are Overweight for Age	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Teens who are Overweight or Obese: 12-17	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Wellness & Lifestyle:		
Insufficient Sleep	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Poor Physical Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adult Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey
Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Indicator Name	Geography	Source
COMMUNITY		
Civic Engagement:		
Voter Engagement	County	California Health Interview Survey
Voter Turnout: Presidential Election	County	California Secretary of State
Crime & Crime Prevention:		
Adult Arrest Rate	County	California Department of Justice
Hate Crime Offenses	County	California Department of Justice
Homicides	County	California Department of Justice
Juvenile Arrest Rate	County	California Department of Justice
Violent Crime Rate	County	California Department of Justice
Age adjusted Death Rate due to Firearms	County	Centers for Disease Control and Prevention
Demographics:		
Average Household Size	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Female Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Foreign Born Persons	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Male Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Population age 5+ with Language Other than English Spoken at Home	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Population American Indian and Alaska Native	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Asian	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Black or African American	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Hispanic or Latino	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Native Hawaiian and Other Pacific Islander	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Two or More Races	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 18	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 5	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White (Not Hispanic or Latino)	County	U.S. Census Bureau Population and Housing Unit Estimates
Total Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Veteran Population	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Public Safety:		
Age-Adjusted Death Rate due to Motor Vehicle Traffic Collisions	County	Centers for Disease Control and Prevention
Alcohol-Impaired Driving Deaths	County	County Health Rankings
Bicycle-Involved Collision Rate	County	California State Highway Patrol
Social Environment:		
Substantiated Child Abuse Rate	County	Child Welfare Dynamic Report System
People 65+ Living Alone	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Social Associations	County	County Health Rankings
Transportation:		
Mean Travel Time to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Solo Drivers with a Long Commute	County	County Health Rankings
Workers Commuting by Public Transportation	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Workers who Drive Alone to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
ECONOMY		
Employment:		
Employer Establishments	County	U.S. Census - County Business Patterns
Female Population 16+ in Civilian Labor Force	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Size of Labor Force	County	U.S. Bureau of Labor Statistics
Total Employment	County	U.S. Census - County Business Patterns
Total Employment Change	County	U.S. Census - County Business Patterns
Unemployed Workers in Civilian Labor Force	Census Place,County	U.S. Bureau of Labor Statistics
Food Insecurity:		
Child Food Insecurity Rate	County	Feeding America
Food Insecure Children Likely Ineligible for Assistance	County	Feeding America
Food Insecurity Rate	County	Feeding America
Students Eligible for the Free Lunch Program	County	National Center for Education Statistics
Government Assistance:		
Households with Cash Public Assistance Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing & Homes:		
Homeownership	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing Units	County	U.S. Census Bureau Population and Housing Unit Estimates
Median Household Gross Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Median Housing Unit Value	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Monthly Owner Costs for Households without a Mortgage	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Median Monthly Household Costs	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Spending 30% or More of Household Income on Housing	County	American Community Survey 1-Year
Overcrowded Households	County,Zip Code	American Community Survey 5-Year
Renters Spending 30% or More of Household Income on Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Severe Housing Problems	County	County Health Rankings
Income:		
Median Household Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Per Capita Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Poverty:		
Children Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Families Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

People Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Youth not in School or Working	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
EDUCATION		
Educational Attainment:		
People 25+ with a Bachelor's Degree or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People 25+ with a High School Diploma or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
School Environment:		
Student-to-Teacher Ratio	County	National Center for Education Statistics
Student Performance K-12:		
11th Grade Students Proficient in English/Language Arts	County	California Department of Education
11th Grade Students Proficient in Math	County	California Department of Education
11th Grade Students with Suicidal Thoughts	County	
3rd Grade Students Proficient in English/Language Arts	County	California Department of Education
3rd Grade Students Proficient in Math	County	California Department of Education
4th Grade Students Proficient in English/Language Arts	County	California Department of Education
4th Grade Students Proficient in Math	County	California Department of Education
5th Grade Students Proficient in English/Language Arts	County	California Department of Education

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

5th Grade Students Proficient in Math	County	California Department of Education
6th Grade Students Proficient in English/Language Arts	County	California Department of Education
6th Grade Students Proficient in Math	County	California Department of Education
7th Grade Students Proficient in English/Language Arts	County	California Department of Education
7th Grade Students Proficient in Math	County	California Department of Education
8th Grade Students Proficient in English/Language Arts	County	California Department of Education
8th Grade Students Proficient in Math	County	California Department of Education
High School Graduation	County	California Department of Education
ENVIRONMENTAL HEALTH		
Air:		
Annual Ozone Air Quality	County	American Lung Association
Annual Particle Pollution	County	American Lung Association
Recognized Carcinogens Released into Air	County,Zip Code	U.S. Environmental Protection Agency
Built Environment:		
Access to Exercise Opportunities	County	County Health Rankings
Food Environment Index	County	County Health Rankings
Liquor Store Density	County	U.S. Census - County Business Patterns
Toxins & Contaminants:		
PBT Released	County,Zip Code	U.S. Environmental Protection Agency
Weather & Climate:		
Weeks of Moderate Drought or Worse	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Days	County	National Environmental Public Health Tracking Network

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Number of Extreme Heat Events	County	National Environmental Public Health Tracking Network
Number of Extreme Precipitation Days	County	National Environmental Public Health Tracking Network
HEALTH		
Alcohol & Drug Use:		
Adults who Binge Drink	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Annual Opioid Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Buprenorphine Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Prescription Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Synthetic Opioid Overdose (excluding Methadone)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Drug and Opioid-Involved Overdose Death Rate	County	Centers for Disease Control and Prevention
Age-Adjusted ED Visit Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Long Acting or Extended Release Opioid Prescription Rate to Opioid Naive Residents	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to All Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Hospitalization Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Opioid Prescription Patients	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Quarterly Opioid Prescription Rate	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Residents on More than 90 Morphine Milligram Equivalents (MME) of Opioids Daily	County	California Opioid Overdose Surveillance Dashboard
Cancer:		
Age-Adjusted Death Rate due to Breast Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Colorectal Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Lung Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Prostate Cancer	County	California Department of Public Health
Breast Cancer Incidence Rate	County	National Cancer Institute
Cancer: Medicare Population	County	Centers for Medicare & Medicaid Services
Cervical Cancer Incidence Rate	County	National Cancer Institute
Cervical Cancer Screening: 21-65	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colon Cancer Screening: USPSTF Recommendation	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colorectal Cancer Incidence Rate	County	National Cancer Institute
Lung and Bronchus Cancer Incidence Rate	County	National Cancer Institute
Mammogram in Past 2 Years: 50-74	Census Place,Census Tract,County,Zip Code	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Mammography Screening: Medicare Population	County	Centers for Medicare & Medicaid Services
Oral Cavity and Pharynx Cancer Incidence Rate	County	National Cancer Institute
Prostate Cancer Incidence Rate	County	National Cancer Institute
Diabetes:		
Adults with Diabetes	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Age-Adjusted Death Rate due to Diabetes	County	California Department of Public Health
Diabetes: Medicare Population	County	Centers for Medicare & Medicaid Services
Disabilities:		
Persons with a Cognitive Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Disability (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Ambulatory Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Adults with Disability Living in Poverty (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Children with a Disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Family Planning:		
Teen Birth Rate: 15-19	County	California Department of Public Health
Health Care Access & Quality:		
Adults who have had a Routine Checkup	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Health Insurance: 18-64	County	California Health Interview Survey
Adults without Health Insurance	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Children with Health Insurance	County	American Community Survey 1-Year
Non-Physician Primary Care Provider Rate	County	County Health Rankings
People Delayed or had Difficulty Obtaining Care	County	California Health Interview Survey
Persons with Health Insurance	County	U.S. Census Bureau - Small Area Health Insurance Estimates
Persons with Private Health Insurance Only	County	American Community Survey 1-Year
Persons with Public Health Insurance Only	County	American Community Survey 1-Year
Preventable Hospital Stays: Medicare Population	County	Centers for Medicare & Medicaid Services
Primary Care Provider Rate	County	County Health Rankings

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Adults Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Children and Teens Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Health Information Technology:		
Households with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households with One or More Types of Computing Devices	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Heart Disease & Stroke:		
Adults who Experienced a Stroke	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Experienced Coronary Heart Disease	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Have Taken Medications for High Blood Pressure	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Death Rate due to Cerebrovascular Disease (Stroke)	County	California Department of Public Health
Age-Adjusted Death Rate due to Coronary Heart Disease	County	California Department of Public Health
Age-Adjusted Death Rate due to Heart Attack	County	National Environmental Public Health Tracking Network

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Hospitalization Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Atrial Fibrillation: Medicare Population	County	Centers for Medicare & Medicaid Services
Cholesterol Test History	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Heart Failure: Medicare Population	County	Centers for Medicare & Medicaid Services
High Blood Pressure Prevalence	County	California Health Interview Survey
Hyperlipidemia: Medicare Population	County	Centers for Medicare & Medicaid Services
Hypertension: Medicare Population	County	Centers for Medicare & Medicaid Services
Ischemic Heart Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Stroke: Medicare Population	County	Centers for Medicare & Medicaid Services
Adults with Heart Disease	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Immunizations & Infectious Diseases:		
Age-Adjusted Death Rate due to Influenza and Pneumonia	County	California Department of Public Health
Flu Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Kindergartners with Required Immunizations	County	California Department of Public Health, Immunization Branch
Pneumonia Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Maternal, Fetal & Infant Health:		
Babies with Low BirthWeight	County	California Department of Public Health
Infant Mortality Rate	County	California Department of Public Health

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Mothers who Breastfeed	County	California Department of Public Health
Mothers who Received Early Prenatal Care	County	California Department of Public Health
Preterm Births	County	California Department of Public Health
Mental Health & Mental Disorders:		
Adults Needing and Receiving Behavioral Health Care Services	County	California Health Interview Survey
Adults Who Ever Thought Seriously About Committing Suicide	County	California Health Interview Survey
Adults with Likely Serious Psychological Distress	County	California Health Interview Survey
Age-Adjusted Death Rate due to Suicide	County	California Department of Public Health
Depression: Medicare Population	County	Centers for Medicare & Medicaid Services
Mental Health Provider Rate	County	County Health Rankings
Poor Mental Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mortality Data:		
Life Expectancy	County	County Health Rankings
Nutrition and Healthy Eating:		
Adults who Drink Sugar-Sweetened Beverages	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Older Adults:		
Adults 65+ with a disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Hearing Difficulty	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Adults 65+ with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with an Independent Living Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Alzheimer's Disease or Dementia: Medicare Population	County	Centers for Medicare & Medicaid Services
Elder Index (Elderly Household Below Income Threshold)	County	California Health Interview Survey
Oral Health:		
Adults 65+ with Total Tooth Loss	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Visited a Dentist	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Dentist Rate	County	County Health Rankings
Children who Visited a Dentist	Census Place, County, Zip Code	California Health Interview Survey, Neighborhood Edition
Other Conditions:		
Adults with Arthritis	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Chronic Kidney Disease: Medicare Population	County	Centers for Medicare & Medicaid Services

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Osteoporosis: Medicare Population	County	Centers for Medicare & Medicaid Services
Rheumatoid Arthritis or Osteoarthritis: Medicare Population	County	Centers for Medicare & Medicaid Services
Physical Activity:		
Adults 20+ who are Sedentary	County	Centers for Disease Control and Prevention
Prevention & Safety:		
Age-Adjusted Death Rate due to Unintentional Injuries	County	California Department of Public Health
Respiratory Diseases:		
Adults with Asthma	County	California Health Interview Survey
Adults with COPD	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Current Asthma	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Asthma: Medicare Population	County	Centers for Medicare & Medicaid Services
COPD: Medicare Population	County	Centers for Medicare & Medicaid Services
Children and Teens with Asthma	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Sexually Transmitted Infections:		
Chlamydia Incidence Rate	County	California Department of Public Health, STD Control Branch
Congenital Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Death Rate Among Persons with Diagnosed HIV Infection	County	California Department of Public Health
Gonorrhea Incidence Rate	County	California Department of Public Health, STD Control Branch
HIV Diagnosis Rate	County	California Department of Public Health
HIV/AIDS Prevalence Rate: 13+	County	California Department of Public Health
Persons Living and Diagnosed with HIV Who are in Care	County	California Department of Public Health
Persons Living with HIV Rate	County	California Department of Public Health
Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Tobacco Use:		
Adults who Smoke	County	California Health Interview Survey
Weight Status:		
5th Grade Students who are Overweight or Obese	County	California Department of Education
Adults who are Obese	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Adults who are Overweight or Obese	County	California Health Interview Survey
Children who are Overweight for Age	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Teens who are Overweight or Obese: 12-17	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Wellness & Lifestyle:		
Insufficient Sleep	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Poor Physical Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adult Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey
Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey

*Indicator data values may not be available for all counties from this source.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

ATTACHMENT B

QUICKFACTS DEMOGRAPHICS

INDICATOR	SOURCE
Average Household Size	American Community Survey
Employer Establishments	U.S. Census - County Business Patterns
Female Population	U.S. Census Bureau
Female Population 16+ in Civilian Labor Force	American Community Survey
Foreign Born Persons	American Community Survey
Homeownership	American Community Survey
Households	American Community Survey
Households with an Internet Subscription	American Community Survey
Households with One or More Types of Computing Devices	American Community Survey
Housing Units	U.S. Census Bureau
Male Population	U.S. Census Bureau
Mean Travel Time to Work	American Community Survey
Median Household Gross Rent	American Community Survey
Median Household Income	American Community Survey
Median Housing Unit Value	American Community Survey
Median Monthly Owner Costs for Households without a Mortgage	American Community Survey
Mortgaged Owners Median Monthly Household Costs	American Community Survey
People 25+ with a Bachelor's Degree or Higher	American Community Survey
People 25+ with a High School Degree or Higher	American Community Survey
People Living Below Poverty Level	American Community Survey
Per Capita Income	American Community Survey
Persons Living in the Same House One Year Ago	American Community Survey
Persons with a Disability (5-year)	American Community Survey
Persons with Health Insurance	Small Area Health Insurance Estimates
Population 16+ in Civilian Labor Force	American Community Survey
Population age 5+ with language other than English spoken at home	American Community Survey
Population American Indian and Alaska Native	U.S. Census Bureau
Population Asian	U.S. Census Bureau
Population Black or African American	U.S. Census Bureau
Population Hispanic or Latino	U.S. Census Bureau
Population Native Hawaiian and Other Pacific Islander	U.S. Census Bureau

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Population Over Age 65	U.S. Census Bureau
Population Two or More Races	U.S. Census Bureau
Population Under Age 18	U.S. Census Bureau
Population Under Age 5	U.S. Census Bureau
Population White	U.S. Census Bureau
Population White (Not Hispanic or Latino)	U.S. Census Bureau
Total Employment	U.S. Census - County Business Patterns
Total Employment Change	U.S. Census - County Business Patterns
Total Population	U.S. Census Bureau
Veteran Population	American Community Survey

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ATTACHMENT C

COMMUNITY BEHAVIOR INDICATORS
-
NOT INCLUDED

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ATTACHMENT D
COMMUNITY SPENDING INDICATORS

INDICATOR	SOURCE
Cigarette Expenditure-to-Income Ratio	Claritas Consumer Buying Power
College Tuition Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Community Expenditures on Education	Claritas Consumer Buying Power
Community Expenditures on Food	Claritas Consumer Buying Power
Community Expenditures on Healthcare	Claritas Consumer Buying Power
Community Expenditures on Housing	Claritas Consumer Buying Power
Community Expenditures on Transportation	Claritas Consumer Buying Power
Day Care Center and Preschool Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Elder Care Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Gasoline and Other Fuels Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Health Insurance Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Home Child Care Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Home Renter Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Homeowner Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Student Loan Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Utilities Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Vocational, Technical, & Other School Tuition Expenditure-to-Income Ratio	Claritas Consumer Buying Power

ATTACHMENT E

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

HOSPITALIZATION AND EMERGENCY DEPARTMENT DATA

Potentially Preventable Hospitalization and Emergency Room Indicators

Hospitalization (Inpatient) Indicators
Hospitalization Rate due to Adult Asthma
Hospitalization Rate due to Asthma
Hospitalization Rate due to Asthma - Pediatric (ages 0-17)
Hospitalization Rate due to Community-Acquired Pneumonia
Hospitalization Rate due to COPD
Hospitalization Rate due to Dehydration
Hospitalization Rate due to Diabetes
Hospitalization Rate due to Heart Failure
Hospitalization Rate due to Hepatitis
Hospitalization Rate due to Hip Fractures Among Females 65+
Hospitalization Rate due to Hip Fractures Among Males 65+
Hospitalization Rate due to Hypertension
Hospitalization Rate due to Immunization-Preventable Pneumonia and Influenza
Hospitalization Rate due to Long-term Complications of Diabetes
Hospitalization Rate due to Short-term Complications of Diabetes
Hospitalization Rate due to Type 2 Diabetes
Hospitalization Rate due to Uncontrolled Diabetes
Hospitalization Rate due to Unintentional Falls
Hospitalization Rate due to Urinary Tract Infection

Emergency Room (Outpatient) Indicators
ER Rate due to Adult Asthma
ER Rate due to Asthma
ER Rate due to Asthma - Pediatric (ages 0-17)
ER Rate due to Community-Acquired Pneumonia
ER Rate due to COPD
ER Rate due to Dehydration
ER Rate due to Dental Problems
ER Rate due to Diabetes
ER Rate due to Heart Failure
ER Rate due to Hepatitis
ER Rate due to Hypertension
ER Rate due to Immunization-Preventable Pneumonia and Influenza
ER Rate due to Long-term Complications of Diabetes
ER Rate due to Short-term Complications of Diabetes
ER Rate due to Type 2 Diabetes

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ER Rate due to Uncontrolled Diabetes
ER Rate due to Unintentional Falls
ER Rate due to Urinary Tract Infection

Hospitalization and ER indicators are calculated at the county and zip code levels. Data availability at the zip code level will vary depending on population density.

Behavioral Health Hospitalization and Emergency Room Indicators

Hospitalization (Inpatient) Indicators
Hospitalization Rate due to Adolescent Alcohol Use
Hospitalization Rate due to Adolescent Suicide and Intentional Self-Inflicted Injury
Hospitalization Rate due to Adult Mental Health
Hospitalization Rate due to Adult Suicide and Intentional Self-inflicted Injury
Hospitalization Rate due to Alcohol Use
Hospitalization Rate due to Opioid Use
Hospitalization Rate due to Pediatric Mental Health
Hospitalization Rate due to Substance Use

Emergency Room (Outpatient) Indicators
ER Rate due to Adolescent Alcohol Use
ER Rate due to Adolescent Suicide and Intentional Self-inflicted Injury
ER Rate due to Adult Mental Health
ER Rate due to Adult Suicide and Intentional Self-inflicted Injury
ER Rate due to Alcohol Use
ER Rate due to Opioid Use
ER Rate due to Pediatric Mental Health
ER Rate due to Substance Use

Hospitalization and ER indicators are calculated at the county and zip code levels. Data availability at the zip code level will vary depending on population density.

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning August 14, 2024 through June 30, 2027 with Rite of Passage Adolescent Treatment Centers and Schools, Inc. 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 $21,237 for Fiscal Year (FY) 2024-2025, $349,296 for Fiscal Year (FY) 2025-2026 and $349,296 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $719,829 and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($71,983) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $791,812.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning August 14, 2024 through June 30, 2027 with Rite of Passage Adolescent Treatment Centers and Schools, Inc. 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 $21,237 for Fiscal Year (FY) 2024-2025, $349,296 for Fiscal Year (FY) 2025-2026 and $349,296 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $719,829 and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($71,983) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $791,812.

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:
Rite of Passage Adolescent Treatment Centers and Schools, Inc. is a Short-term Residential Therapeutic Program (STRTP) providing residential and specialty mental health services including specialized and intensive care, support, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The goal of the program is to provide therapeutic interventions to treat and ameliorate the behavioral health symptoms and improve function so that children and adolescents may move to a less restrictive and intensive treatment setting. This Agreement is retroactive to August 14, 2024, due to ongoing contract negotiations for Monterey County youth placed on an emergency basis. Emergency placements are conducted when current contracted providers are not able to provide the specialized residential and mental health needs of a child/youth.

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

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2024-25 and Fiscal Year (FY) 2025-26 Adopted Budgets. The funds for FY 2026-2027 will be included in the Department's (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Laura Henderson, Management Analyst, 235-7548
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning August 14, 2024 through June 30, 2027 with Rite of Passage Adolescent Treatment Centers and Schools, Inc. 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 $21,237 for Fiscal Year (FY) 2024-2025, $349,296 for Fiscal Year (FY) 2025-2026 and $349,296 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $719,829 and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($71,983) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $791,812.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning August 14, 2024 through June 30, 2027 with Rite of Passage Adolescent Treatment Centers and Schools, Inc. 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 $21,237 for Fiscal Year (FY) 2024-2025, $349,296 for Fiscal Year (FY) 2025-2026 and $349,296 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $719,829 and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($71,983) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $791,812.

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:
Rite of Passage Adolescent Treatment Centers and Schools, Inc. is a Short-term Residential Therapeutic Program (STRTP) providing residential and specialty mental health services including specialized and intensive care, support, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The goal of the program is to provide therapeutic interventions to treat and ameliorate the behavioral health symptoms and improve function so that children and adolescents may move to a less restrictive and intensive treatment setting. This Agreement is retroactive to August 14, 2024, due to ongoing contract negotiations for Monterey County youth placed on an emergency basis. Emergency placements are conducted when current contracted providers are not able to provide the specialized residential and mental health needs of a child/youth.

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

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2024-25 and Fiscal Year (FY) 2025-26 Adopted Budgets. The funds for FY 2026-2027 will be included in the Department's (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Laura Henderson, Management Analyst, 235-7548
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Rite of Passage Adolescent Treatment Centers and Schools, Inc., 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **August 14, 2024** and shall remain in effect until **June 30, 2027**.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

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,

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any 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)).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

   a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

   b. They consider the needs of the clients;

   c. They are adopted in consultation with contracting health care professionals; and

   d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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;

   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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

4. Provider Directory

a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

XIV. INDEMNIFICATION

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

XV. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

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).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 County of Monterey Health Dept. 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Lawrence Howell Executive Director/CAO Rite of Passage 20545 State Route 89 Markleeville, CA 96120 (775) 721-2972

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4820E4B6...
County Counsel

Date: 12/17/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E057875454AE...
Auditor-Controller's Office

Date: 12/18/2025

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
Contractor Business Name*

By: DocuSigned by: Lawrence Howell 4B7E7A365A2D41D...
(Signature of Chair, President, or Vice-President) *

LAWRENCE W. HOWELL
EXECUTIVE DIRECTOR/CAO
Name and Title

Date: 12/15/2025

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
2560 Business Parkway, Suite B
Minden NV, 89423

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

1. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
2. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
3. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient
2. **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 **one (1)** youth for fiscal year (FY) 24-25, **five (5)** youth for fiscal years (FY) 25-26 and **five (5)** youth for fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-2025 (1 Placement)			
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	155
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			114
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			2,396
Occupational Therapist			
Mental Health Rehab Specialist			732
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			309
Total Maximum Amount FY 2025-2026			**3,706**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Fiscal Year (FY) 2025-2026 (5 Placements)			
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	2400
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			4800
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800
Occupational Therapist			
Mental Health Rehab Specialist			14,400
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400
Total Maximum Amount FY 2025-2026			**64,800**

Fiscal Year (FY) 2026-2027 (5 Placements)			
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	2400
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			4800
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800
Occupational Therapist			
Mental Health Rehab Specialist			14,400
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400
Total Maximum Amount FY 2026-2027			**64,800**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Services shall be coded under Avatar program Name/Codes

	Address	Code
Harbor City Home	**537 W. 8th Street, San Pedro, CA 90731**	**TBD**
Emancipation Home	**1691 Gramercy Avenue, Torrence, CA 90501**	**TBD**
Tustin Family Campus (Male)	**15405 Lansdowne Rd. Bldg. C, Tustin, CA 92710**	**TBD**
Tustin Family Campus (Female)	**15405 Lansdowne Rd. Bldg. D, Tustin, CA 92710**	**TBD**
Johnson House	**3068 Johnson Avenue, Costa Mesa, CA 92626**	**TBD**
Joann House	**250 Joann Street, Costa Mesa, CA 92626**	**TBD**
Baker House	**1597 Baker Street, Costa Mesa, CA 92626**	**TBD**
CA Qualifying House (Freel)	**20545 State Route 89, Markleeville, CA 96210**	**TBD**
CA Qualifying House (Tallac)	**1963 Nadowa Street, South Lake Tahoe, CA 96150**	**TBD**
CA Qualifying House (Mt. Ruby)	**145 Carson View, Markleeville, CA 96210**	**TBD**
San Pasqual Treatment Center (Female)	**17701 San Pasqual Valley Rd., Escondido, CA 92025**	**TBD**
San Pasqual Treatment Center (Male)	**17701 San Pasqual Valley Rd., Escondido, CA 92025**	**TBD**
Sierra Ridge – Yosemite	**10400 Fricot City Rd., Unit J, San Andreas, CA 95249**	**TBD**
Sierra Ridge – Mt. Lassen	**10400 Fricto City Rd., Unit M, San Andreas, CA 95249**	**TBD**
Paragon House	**714 Morse Avenue, Placentia, CA 92870**	**TBD**
Livingston House	**118 Livingston Avenue, Placentia, CA 92870**	**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.

3. 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.

Southern California Treatment Programs, Harbor City Home (Male, ages 14-18 & NMD)
RAC: Program Director, Dana Centanni
537 W. 8th Street, San Pedro, CA 90731
STRTP License # 198209663
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Emancipation Home (Male, ages 14-18 & NMD)
RAC: Program Director, Dana Centanni
1691 Gramercy Avenue, Torrance, CA 90501
STRTP License # 198209644
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Tustin Family Campus (Male, ages 18 & NMD)
RAC: Program Director, Dana Centanni
15405 Lansdowne Rd., Bldg. C, Tustin 92710
STRTP License # 306004464
Licensed up to 6 beds, single and double rooms

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Southern California Treatment Programs, Tustin Family Campus (Female, ages 14-17 & NMD)
RAC: Program Director, Dana Centanni
15405 Lansdowne Rd., Bldg. D, Tustin 92710
STRTP License # 306004463
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Johnson House (Female, ages 10-17)
RAC: Program Director, Dana Centanni
3068 Johnson Avenue, Costa Mesa, CA 92626
STRTP License # 306090097
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Joann House (Male, ages 9-15)
RAC: Program Director, Dana Centanni
250 Joann Street, Costa Mesa, CA 92626
STRTP License # 306090096
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Baker House (Female ages 9-15)
RAC: Program Director, Dana Centanni
1597 Baker Street, Costa Mesa, CA 92626
STRTP License # 306090095
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Paragon House
RAC: Program Director, Dana Centanni
714 Morse Avenue
Placentia, CA 92870

Southern California Treatment Programs, Livingston House
RAC: Program Director, Dana Centanni
118 Livingston Avenue
Placentia, CA 92870

CA Qualifying House (Freel) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
20545 State Route 89, Markleeville, CA 96120
STRTP License # 027202889
Licensed up to 6 beds, single and double rooms

CA Qualifying House (Tallac) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
1963 Nadowa Street, South Lake Tahoe, CA 96150
STRTP License # 090314963
Licensed up to 6 beds, single and double rooms

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

CA Qualifying House (Mt. Ruby) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
145 Carson View, Markleeville, CA 96120
STRTP License # 027005048
Licensed up to 6 beds, single and double rooms

San Pasqual Treatment Center (Female)
RAC: Dana Centanni
17701 San Pasqual Valley Rd., Escondido, CA 92025
STRTP License # 374690087
Licensed up to 6 Beds, single and double rooms
San Pasqual Treatment Center (Male)
RAC: Dana Centanni
17701 San Pasqual Valley Rd., Escondido, CA 92025
STRTP License # 374690086
Licensed up to 6 Beds, single and double rooms

Sierra Ridge Campus Yosemite Treatment Center (Male, ages 14-18 and NMD)
RAC: Paige Woodard
10400 Fricot City Rd., Unit J, San Andreas, CA 95249
STRTP License # 057006577
Licensed up to 16 beds, single and double rooms

Sierra Ridge Campus-Mt. Lassen Treatment Center (Male, ages 14-18 and NMD)
RAC: Paige Woodard
10400 Fricot City Rd., Unit M, San Andreas, CA 92025
STRTP License # 057006576
Licensed up to 16 beds, single and double rooms

4. **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 **one (1)** eligible residents for Fiscal Year 2024-2025, **five (5)** eligible residents for Fiscal Year 2025-2026 and **five (5)** eligible residents for Fiscal Year 2026-2027 of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
August 14, 2024-October 28, 2024	1
July 1, 2025 – June 30, 2026	5
July 1, 2026 - June 30,2027	5

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

I. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.

A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):

1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

J. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

K. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 Behavioral Health Bureau
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 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 <u>either</u> 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 <u>both</u> of the following criteria, (a) and (b) below:

a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to <u>either</u> of the following:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

   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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **$719,829** *(rounded to the nearest dollar)* for Fiscal Years (**FY) 2025-2027**:

Fiscal Year (FY) 2024-2025 (1 placement)					
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	155	$21.10	$3271
Physician Assistant				$9.46	
Nurse Practitioner				$10.49	
RN				$8.57	
Certified Nurse Specialist				$10.49	
LVN			114	$4.50	$513
Pharmacist				$10.10	
Licensed Psychiatric Technician				$3.86	
Psychologist/Pre-licensed Psychologist				$8.49	
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			2396	$5.49	$13,154

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Occupational Therapist				$7.31	
Mental Health Rehab Specialist			732	$4.13	$3,023
Peer Recovery Specialist				$4.34	
Other Qualified Providers – Other Designated MH Staff that Bill Medical			309	$4.13	$1,276
Total Maximum Amount FY 2024-2025					**$21,237**

Fiscal Year (FY) 2025-2026 (5 Placements)					
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	2400	$21.10	$50,640
Physician Assistant				$9.46	$
Nurse Practitioner				$10.49	s
RN				$8.57	$
Certified Nurse Specialist				$10.49	$
LVN			4800	$4.50	$21,600
Pharmacist				$10.10	$
Licensed Psychiatric Technician				$3.86	$
Psychologist/Pre-licensed Psychologist				$8.49	$
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800	$5.49	$158,112
Occupational Therapist				$7.31	$
Mental Health Rehab Specialist			14,400	$4.13	$59,472
Peer Recovery Specialist				$4.34	$
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400	$4.13	$59,472
Total Maximum Amount FY 2025-2026					**$349,296**

Fiscal Year (FY) 2026-2027 (5 Placements)					
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	2400	$21.10	$50,640
Physician Assistant				$9.46	$
Nurse Practitioner				$10.49	s
RN				$8.57	$
Certified Nurse Specialist				$10.49	$
LVN			4800	$4.50	$21,600
Pharmacist				$10.10	$
Licensed Psychiatric Technician				$3.86	$
Psychologist/Pre-licensed Psychologist				$8.49	$
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800	$5.49	$158,112

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Occupational Therapist				$7.31	$
Mental Health Rehab Specialist			14,400	$4.13	$59,472
Peer Recovery Specialist				$4.34	$
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400	$4.13	$59,472
Total Maximum Amount FY 2026-2027					**$349,296**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **$719,829** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
August 14, 2024- June 30, 2025	$21,237
July 1, 2025 to June 30, 2026	$349,296
July 1, 2026 – June 30, 20227	$349,296
TOTAL MAXIMUM COUNTY OBLIGATION:	**$719,829**

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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."

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
Business Name of Contractor

DocuSigned by:
Lawrence Howell
4B7E7A365A2D41D...
Signature of Authorized Representative

LAWRENCE W. HOWELL
Name of Authorized Representative (printed)

12/15/2025
Date

EXECUTIVE DIRECTOR/CAO
Title of Authorized Representative

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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	Rite of Passage Adolescent Treatment Centers and Schools, Inc.	
Name of Designee	Lawrence W. Howell	
Title of Designee	Executive Director/CAO	
Street: 20545 State Route 89		
City: Markleeville	State: CA	Zip: 96120
IRS Employer Identification Number	68-003884	
I certify that the above information is complete and correct to the best of my knowledge and belief. DocuSigned by: Lawrence Howell 4B7E7A365A2D41D... Chief Administrative Officer Signature & Title of Contractor	Date 12/15/2025	

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

- 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
Contractor (Organization Name)

DocuSigned by:
Lawrence Howell
4B7E7A365A2D41D...
Signature of Authorized Representative

LAWRENCE W. HOWELL
Name of Authorized Representative

12/15/2025
Date

EXECUTIVE DIRECTOR/CAO
Title of Authorized Representative

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **August 14, 2024** (Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.** ("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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

§ 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410I, which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies),

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504I(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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
Attn: Lawrence W. Howell
20545 State Route 89
Markleeville, CA 96120
Phone: (775) 721-2972

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

I. BUSINESS ASSOCIATE	COVERED ENTITY
By: DocuSigned by: Lawrence Howell 4B7E7A365A2D41D...	By:
Print Name: Lawrence W. Howell	Print Name: **Elsa M. Jimenez**
Print Title: Executive Director/CAO	Print Title: Director of Health Services
Date: 12/15/2025	Date:

January, 2024

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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)							

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.			

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 $5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
		Approved Budget	**Actual for 6 Months**	**Actual Year-to-Date**
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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			$ -

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. Federal Telehealth Law

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

Introduced: 12/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement A-16676 with Thermo Electron North America, LLC, for the purchase of technical services and replacement parts to existing laboratory equipment, increasing the funds by $65,280 for a new Agreement amount of $91,682 with no changes to the term of January 19, 2024 to January 18, 2027; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($9,168) of the original amount, do not significantly change the scope of services, and with a total not to exceed maximum of $100,850.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement A-16676 with Thermo Electron North America, LLC, for the purchase of technical services and replacement parts to existing laboratory equipment, increasing the funds by $65,280 for a new Agreement amount of $91,682 with no changes to the term of January 19, 2024 to January 18, 2027; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($9,168) of the original amount, do not significantly change the scope of services, and with a total not to exceed maximum of $100,850.

SUMMARY:
The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

DISCUSSION:
The Consolidated Environmental Laboratory seeks approval to enter into an Amendment No. 1 with Thermo Electron N. America, LLC, to provide ongoing technical services and replacement parts for their separately purchased Ion Chromatography Dionex Integrion instrument. The Ion Chromatography Dionex Integrion analyzes nitrates, chlorides, and sulfates in water and is one of the most commonly requested tests in the environmental laboratory. Preventive maintenance is important to reduce repair costs, ensure accuracy of test results, lengthen the life of the instrument, and comply

with certification requirements.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 32% by Public Health Environmental Lab fee revenue and 68% by Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Strategic Plan Goal of Well-Being and Quality of Life. The Consolidated Environmental Laboratory, an ELAP-certified lab, analyzes drinking water for bacterial and chemical contaminants and tests environmental samples to ensure the safety of food, drinking water, reclaimed water, storm water-runoff, and irrigation water. These services support local businesses and help prevent and control the spread of illness among Monterey County residents.

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

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Agreement
Board Order

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement A-16676 with Thermo Electron North America, LLC, for the purchase of technical services and replacement parts to existing laboratory equipment, increasing the funds by $65,280 for a new Agreement amount of $91,682 with no changes to the term of January 19, 2024 to January 18, 2027; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($9,168) of the original amount, do not significantly change the scope of services, and with a total not to exceed maximum of $100,850.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement A-16676 with Thermo Electron North America, LLC, for the purchase of technical services and replacement parts to existing laboratory equipment, increasing the funds by $65,280 for a new Agreement amount of $91,682 with no changes to the term of January 19, 2024 to January 18, 2027; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($9,168) of the original amount, do not significantly change the scope of services, and with a total not to exceed maximum of $100,850.

SUMMARY:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

DISCUSSION:
The Consolidated Environmental Laboratory seeks approval to enter into an Amendment No. 1 with Thermo Electron N. America, LLC, to provide ongoing technical services and replacement parts for their separately purchased Ion Chromatography Dionex Integrion instrument. The Ion Chromatography Dionex Integrion analyzes nitrates, chlorides, and sulfates in water and is one of the most commonly requested tests in the environmental laboratory. Preventive maintenance is important to reduce repair costs, ensure accuracy of test results, lengthen the life of the instrument, and comply with certification requirements.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 32% by Public Health Environmental Lab fee revenue and 68% by Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Strategic Plan Goal of Well-Being and Quality of Life. The Consolidated Environmental Laboratory, an ELAP-certified lab, analyzes drinking water for bacterial and chemical contaminants and tests environmental samples to ensure the safety of food, drinking water, reclaimed water, storm water-runoff, and irrigation water. These services support local businesses and help prevent and control the spread of illness among Monterey County residents.

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

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Agreement
Board Order

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA, LLC

THIS AMENDMENT NO. 1 to the Agreement ("Agreement A-16676") is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Thermo Electron North America, LLC,** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, COUNTY and CONTRACTOR entered into Agreement A-16676 in the amount of $26,403.00 for the term January 19, 2024, through January 18, 2027, for the provision of a three-year preventative maintenance plan for existing Public Health Laboratory Equipment; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement A-16676 to increase the Agreement by $65,279.70, for a total aggregate amount not to exceed $91,682.70; for the purchase technical services and replacement parts for existing laboratory equipment and cover additional costs for parts and/or services; replace Exhibit A, Scope of Services, with Exhibit A-1, with no changes to the term of January 19, 2024, through January 18, 2027.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, "Payment Provisions", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $26,403.00." **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $91,682.70".

2. **Exhibit A,** the reference to Exhibit A Scope of Services is deleted and replaced by Exhibit A-1 Scope of Services. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on January 12, 2024.

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	**Thermo Electron North America, LLC.**
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: Resa Ferguson
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: _____	Resa Ferguson, Supervisor, Customer Service
By: _____	Name and Title
Board of Supervisors (if applicable)	
Date: _____	Date: 12/10/25 1:08 PM CST

Approved as to Form[1]

By: Signed by: kevin F. Serrano CF464EA4829E4B5... — County Counsel

Date: 12/17/2025 | 3:14 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... — Auditor/Controller

Date: 12/18/2025 | 1:17 PM PST

Approved as to Liability Provisions[3]

By: _____ — Risk Management

Date: _____

By: Marie Hunt Digitally signed by Marie Hunt Date: 2025.12.10 14:49:01 -06'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Marie Hunt Contract Administrator

Name and Title

Date: 12/10/2025

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

EXHIBIT-A-1

To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Thermo Electric North America, LLC, 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.1.1 CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.

A.1.2 CONTRACTOR shall provide technical service and replacement parts to the existing Ion Chromatography Dionex Integrion instrument, serial# 16051749, until January 18, 2027.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$91,682.70** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033				
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2024-1/18/2025**	$8,801.00	1	$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2025-1/18/2026**	$8,801.00	1	$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2026-1/18/2027**	$8,801.00	1	$ 8,801.00
		Total		**$ 26,403.00**
Service Plan Coverage for PRO, INTEGRION, CD, OVEN, DEGAS serial# 16051749				
1	Material No. 079649, ASSY, PUMP DRIVE, SVC, HPA, ICS5+	$8,040.00		$ 8,040.00
1	Material No. 701-119600 STD ZONE MIN LABOR HRS-PG2	$6,496.00		$ 6,496.00
	Upon execution - 1/18/2027	Subtotal		$ 14,536.00
		Tax 9.25%		$ 743.70
		Total		**$ 15,279.70**
	Additional costs for parts and/or services authorized by the County of Monterey Public Health Laboratory Director.			**$ 50,000.00**
		Total Not to Exceed		**$ 91,682.70**

There shall be no travel reimbursement allowed during this Agreement.

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.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@countyofmonterey.gov

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

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:

Thermo Electron North America, 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: Three (3) year preventative maintenance plan for existing BRE731355 ICAP PRO XP DUO instrument with serial #ICAPPR060033.

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: **$** 26,403.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 19, 2024 **to** January 18, 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:

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

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:

DS SG
Contractor
DS
County

~~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:

DS SG
Contractor
DS
County

~~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.~~

DS SG
Contractor
DS
County

~~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.~~

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

DS SG
Contractor

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

DS
County

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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.

DS SG
Contractor

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.

DS
County

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

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

~~this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.~~

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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:

DS SG
Contractor

DS
County

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:
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health	Thermo Electron North American, LLC
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	5225 Verona Rd. Madison, WI. 53711
Address	Address
831-755-4585	916.753.4844
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

~~16.06~~ ~~**Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

DS SG
Contractor

DS
County

Contractor

County

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

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Marina Pantchenko 65EE9F1502BD412...
County Counsel

Date: 12/11/2023 | 2:27 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E65787545 4AE...
Auditor/Controller

Date: 12/11/2023 | 3:43 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Thermo Electron, North America LLC
Contractor/Business Name *

By: DocuSigned by: Stephanie Glavan D6BA9E10AD5B467...
(Signature of Chair, President, or Vice-President)

Stephanie Glavan, Manager, Contract Administration
Name and Title

Date: 12/7/2023 | 1:58 PM PST

By: DocuSigned by: Katy Eeten 215F9E09D5B94E5...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Katy Eeten, Supervisor, Contract Administration
Name and Title

Date: 12/7/2023 | 1:48 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

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

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

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: 1/12/2024 | 4:18 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Thermo Electron, North America LLC

Contractor/Business Name *

By: Stephanie Glavan

(Signature of Chair, President, or Vice-President)

Stephanie Glavan, Manager, Contract Administration

Name and Title

Date: 12/7/2023 | 1:58 PM PST

By: Katy Eeten

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Katy Eeten, Supervisor, Contract Administration

Name and Title

Date: 12/7/2023 | 1:48 PM PST

County Board of Supervisors' Agreement No. A-16676 **approved on** January 12, 2024

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

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

EXHIBIT-A

To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, 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.1.1 CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$26,403.00** 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:

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033				
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2024-1/18/2025**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2025-1/18/2026**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2026-1/18/2027**	$8,801.00		$ 8,801.00
		Not to Exceed Amount		**$ 26,403.00**

**Upon completion of deliverables, please submit invoices.

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

There shall be no travel reimbursement allowed during this Agreement.

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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	DocuSigned by: C7A30BA59CA8423...
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	1/12/2024 | 4:18 PM PST

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Stephanie Glavan D6BA6E10AD3B467...
Name:	Stephanie Glavan
Title:	Manager, Contract Administration
Date:	12/11/2023 | 12:13 PM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: _____
Deputy County Counsel

Date: _____

DocuSigned by:
Katy Eeten
215F9E69D5B94E5...
Katy Eeten

Supervisor, Contract Administration

12/11/2023 | 12:22 PM PST

Approve as to Fiscal Provisions:

Signature: _____
Auditor/Controller

Date: _____

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

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 Wendy Root Askew to:

Agreement No.: A-16676
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

PASSED AND ADOPTED on this 9th day of January 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 9, 2024.

Dated: January 12, 2024
File ID: A 23-577
Agenda Item No.: 39

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

Vicente Ramirez, Deputy

County of Monterey

Board Report

Legistar File Number: A 26-013

Item No.23

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

January 13, 2026

Introduced: 12/29/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 6 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision to plan, coordinate and manage the development a five-year Strategic Plan for the Environmental Health Bureau, adding $67,671 for a revised total Agreement amount of $271,086 and revising the existing term of April 25, 2023 through March 31, 2026 to April 25, 2023 through June 30, 2026.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 6 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision to plan, coordinate and manage the development a five-year Strategic Plan for the Environmental Health Bureau, adding $67,671 for a revised total Agreement amount of $271,086 and revising the existing term of April 25, 2023 through March 31, 2026 to April 25, 2023 through June 30, 2026.

SUMMARY:
In 2024, the County of Monterey Health Department updated its five-year Strategic Plan, establishing four key priority areas. Raimi + Associates supported this effort by developing the plan, which now guides departmental initiatives and tracks progress toward strategic goals. To align with this framework, the Environmental Health Bureau proposes developing its own bureau-specific strategic plan using the same consultant to ensure consistency in methodology, performance measures, and outcomes. Accordingly, the Department seeks to amend the existing agreement with Raimi + Associates to cover both the costs of, and time required to complete, the necessary work.

DISCUSSION:
Environmental Health Bureau (EHB) will work with Raimi + Associates, Inc. to develop a Strategic Plan. This engagement will begin with a project kickoff and include ongoing project management throughout the planning process. Activities will include preparation of agendas and action notes for the kickoff and up to five coordination meetings. The project team will plan and facilitate four virtual Strategic Planning Team (SPT) meetings with EHB leadership, medical advisors, and select supervisors representing all workgroups, supported by clear agendas, meeting materials, and documented action items.

The planning process will be informed by both external and internal stakeholder input. A rapid environmental scan will be conducted through document review and up to four virtual interviews with key external leaders, resulting in a synthesis of major themes and SWOT findings. Internal

perspectives will be gathered through a virtual meeting with representatives from all seven EHB workgroups, guided by draft goals, strategies, and implementation roles. The project will culminate in the development, refinement, and delivery of a comprehensive EHB Strategic Plan, presented as a 10-15-page document with appendices. This effort will provide a structured approach for supporting continuous program improvement across all Environmental Health Bureau divisions.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
Appropriations for this agreement are included in the Health Department's Fiscal Year (FY) 2025-26 Adopted Budgets for the Administration and Environmental Health Bureaus (001-4000-8438-HEA014 and 001-4000-8117-HEA005 respectively).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Creating an Environmental Health Bureau Strategic Plan supports Sustainable Infrastructure for the Present and Future by aligning programs, staffing, and resources to proactively maintain safe water, food systems, housing, and waste infrastructure that protect public health over the long term. It also advances a Diverse and Thriving Economy by ensuring consistent, transparent environmental health services that support local businesses, enable responsible development, and foster healthy communities where residents and employers can thrive.

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
X Diverse and Thriving Economy

Prepared by: Joshua Eisenberg, Management Analyst II, 796-6109
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):
Board Report
Amendment No. 6
Amendment No. 5
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

Introduced: 12/29/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 6 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision to plan, coordinate and manage the development a five-year Strategic Plan for the Environmental Health Bureau, adding $67,671 for a revised total Agreement amount of $271,086 and revising the existing term of April 25, 2023 through March 31, 2026 to April 25, 2023 through June 30, 2026.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 6 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision to plan, coordinate and manage the development a five-year Strategic Plan for the Environmental Health Bureau, adding $67,671 for a revised total Agreement amount of $271,086 and revising the existing term of April 25, 2023 through March 31, 2026 to April 25, 2023 through June 30, 2026.

SUMMARY:
In 2024, the County of Monterey Health Department updated its five-year Strategic Plan, establishing four key priority areas. Raimi + Associates supported this effort by developing the plan, which now guides departmental initiatives and tracks progress toward strategic goals. To align with this framework, the Environmental Health Bureau proposes developing its own bureau-specific strategic plan using the same consultant to ensure consistency in methodology, performance measures, and outcomes. Accordingly, the Department seeks to amend the existing agreement with Raimi + Associates to cover both the costs of, and time required to complete, the necessary work.

DISCUSSION:
Environmental Health Bureau (EHB) will work with Raimi + Associates, Inc. to develop a Strategic Plan. This engagement will begin with a project kickoff and include ongoing project management throughout the planning process. Activities will include preparation of agendas and action notes for the kickoff and up to five coordination meetings. The project team will plan and facilitate four virtual Strategic Planning Team (SPT) meetings with EHB leadership, medical advisors, and select supervisors representing all workgroups, supported by clear agendas, meeting materials, and documented action items.

The planning process will be informed by both external and internal stakeholder input. A rapid environmental scan will be conducted through document review and up to four virtual interviews with key external leaders, resulting in a synthesis of major themes and SWOT findings. Internal perspectives will be gathered through a virtual meeting with representatives from all seven EHB

workgroups, guided by draft goals, strategies, and implementation roles. The project will culminate in the development, refinement, and delivery of a comprehensive EHB Strategic Plan, presented as a 10-15-page document with appendices. This effort will provide a structured approach for supporting continuous program improvement across all Environmental Health Bureau divisions.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
Appropriations for this agreement are included in the Health Department's Fiscal Year (FY) 2025-26 Adopted Budgets for the Administration and Environmental Health Bureaus (001-4000-8438-HEA014 and 001-4000-8117-HEA005 respectively).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Creating an Environmental Health Bureau Strategic Plan supports Sustainable Infrastructure for the Present and Future by aligning programs, staffing, and resources to proactively maintain safe water, food systems, housing, and waste infrastructure that protect public health over the long term. It also advances a Diverse and Thriving Economy by ensuring consistent, transparent environmental health services that support local businesses, enable responsible development, and foster healthy communities where residents and employers can thrive.

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
X Diverse and Thriving Economy

Prepared by: Joshua Eisenberg, Management Analyst II, 796-6109
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):
Board Report
Amendment No. 6
Amendment No. 5
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement
Board Order

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 6 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 6 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 5 to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by $30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed $203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT E-6, Strategic Plan Development for Environmental Health Bureau, and increase the total amount of the AGREEMENT by $67,671, for a new Total Agreement amount not to exceed $271,086, and extend the term of the Agreement by an additional three months, for a new term of April 25, 2023 through June 30, 2026; and

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $203,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $271,086".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from April 25, 2023 to March 31, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from April 25, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT E-6**, **"Environmental Health Bureau Strategic Plan Development", is hereby added and incorporated** into the Agreement in its entirety. All references in Agreement to EXHIBIT E shall be construed to refer to EXHIBIT E-6.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 6 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 6 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

6. This AMENDMENT No. 6 shall be effective upon execution.

********** *Signature Page to Follow* **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 6 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Dated: 12/23/2025 | 1:53 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99E444A9...
Deputy County Counsel

Dated: 12/23/2025 | 1:43 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matt Raimi
4E7994AE83D64E2...
Signature of Chair, President, or Vice-President

Matt Raimi President and CEO
Printed Name and Title

Dated: 12/23/2025 | 8:14 AM PST

DocuSigned by:
By: Kym Dorman
55D0BDFC0D7C46D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 12/23/2025 | 10:31 AM PST

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT E-6

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
Environmental Health Bureau Strategic Plan Development

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate and support the Environmental Health Bureau in developing a Five-Year Strategic Plan to strengthen data-driven management and accountability as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $67,671 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:

Table 1: Raimi + Associates facilitating & supporting the Environmental Health Bureau in developing and a Bureau-wide Five-Year Strategic Plan.

Task	Description	Deliverable	Timeline	Cost
Task 1: Project Kickoff, Ongoing Project Management	Planning meeting, kickoff meeting, background review, pre-planning meeting, ongoing coordination	Agenda and action notes for kickoff and up to 5 additional coordination meetings, invoices	January 2025 to June 2026	$7,380
Task 2: Plan and Facilitate Strategic Planning Team (SPT) Meetings	4 virtual meetings with SPT (EHB leadership, MAs, select supervisors representing all workgroups)	Agenda, meeting materials, and action notes for 4 meetings	January 2026 To April 2026	$22,200

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Task 3: Conduct Rapid Environmental Scan and Gather Input from External Stakeholders	Conduct document review, plan and conduct up to 4 virtual key leader interviews	Interview protocol, summary of key takeaways overall and for SWOT	February 2026 To April 2026	$11,200
4. Gather Input from Internal Stakeholders (EHB Employees)	Plan and facilitate 1 virtual meeting with members of all 7 workgroups	Agenda and meeting materials (draft goals, strategies, and implementation roles)	February 2026 To April 2026	$10,560
5. Draft and Finalize EHB Strategic Plan	Strategic plan with goals, strategies, and implementation roles (with SWOT summary included as an appendix	Draft & Final Strategic Plan (10-15-page plan with appendices)	May 22026 To June 2026	$14,360
Subtotal: Labor General Office Expenses (3% of R+A labor) Total				$65,700 $1,971 $67,671

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.

Invoices shall be emailed directly to: financeeh@countyofmonterey.gov
Cc: eisenbergjh@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 5 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by $30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed $203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

of $173,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $203,415".

2. **EXHIBIT D-5**, **"Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4"**. All references in Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-5.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

5. This AMENDMENT No. 5 shall be effective upon execution.

********** *Signature Page to Follow* **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Angelica Rulas
4DFC1176E799451...
Contracts/Purchasing Officer

Dated: 11/3/2025 | 11:19 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EE64EA7454E6...
Deputy Auditor/Controller
Auditor Controller Analyst I
Dated:
9/19/2025 | 8:29 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0FCE1B09F444A9...
Deputy County Counsel
Chief Deputy County Counsel
Dated: 9/18/2025 | 7:45 AM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
4E7994E63D64E2...
Signature of Chair, President, or Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 9/16/2025 | 11:16 AM PDT

DocuSigned by:
By: Kym Dorman
55D0BDFC9D7C46D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 9/12/2025 | 3:25 PM PDT

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT D-5

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4).

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$30,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1** below.

***************This Section Intentionally Left Blank*************

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Table 1: Raimi + Associates Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4

Task	Deliverable	Timeline	Cost
Task 1: Focus Group facilitator CALVIP Cohort 4 at program partner site (Partners for Peace)	Contractor to plan, conduct, take notes for Partners for Peace up to 9 focus groups (3 focus groups per program; in English and Spanish).	September 1, 2025, to November 15, 2025.	$14,435
Task 2: Focus Group facilitator CALVIP Cohort 4 at program partner site (Rancho Cielo)	Contractor to plan, conduct, and take notes for Rancho Cielo up to 3 focus groups (3 focus groups in English only)	September 1, 2025, to November 15, 2025.	$3,960
Task 3: Project Management	Contractor to plan and facilitate kick off meeting, client updates, and gift card distribution to participants). Contractor to submit findings including notes, summary reports, original transcripts, and recordings to County of Monterey Health Department CALVIP Cohort #4 evaluator.	September 1, 2025, to November 15, 2025.	$4,915
CONTRACTOR to work closely with CALVIP Cohort #4 lead program evaluator at County of Monterey Health Department to conduct focus groups at two program partner sites. Tasks include planning, conducting and taking notes for up to 12 focus groups and 2 CALVIP Cohort #4 program partner sites. CONTRACTOR to conduct up to 12 focus groups with the following groups: 1) Partners for Peace, 2) Rancho Cielo, 3) Natividad Medical Foundation, 4) Salinas Police Department, and 5) Community members. CONTRACTOR's virtual focus groups will take up to 90 minutes each and will explore topics related to youth violence prevention and program partners internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to provide translation services for focus groups conducted in Spanish. CONTRACTOR to translate all Spanish language transcripts into English. CONTRACTOR to prepare a summary of key takeaways in a report in English. The focus of the report will be to understand the program's internal strengthens and weakness in addressing youth violence, the external opportunities and threats/challenges, and to provide information for the CALVIP Cohort #4 team to consider as part of their program evaluation efforts. CONTRACTOR to submit all record, in English and Spanish, including transcripts, recordings, notes, and summary reports to County of Monterey Health Department. CONTRACTOR shall abide by standard data use agreement, which includes protecting participant privacy and record keeping criteria.			
Subtotal			$23,310
Additional Expenses	Incentives ($35 gift card for up to 168 participants:14 participants/group x 12 groups)		$5,880
Office & General Expenses	General Office Expenses (3% of Raimi + Associates labor cost)		$810
Grand total of Tasks 1-3			$30,000

There shall be no travel reimbursement allowed during this Agreement.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: HDADMINFinance@countyofmonterey.gov
Cc: seepersadr@countyofmonterey.gov
Cc: larav@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ADMINISTRATION
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 4 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $168,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $173,415".

2. **EXHIBIT B-2**, **"Graphic Design Services", shall be amended by** removing EXHIBIT B-2 of this AGREEMENT **and replacing it with** "EXHIBIT B-4". All references in Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-4.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

3. **EXHIBIT C-3**, **"Strategic Planning Process for Hitchcock Road Animal Services", shall be amended by** removing EXHIBIT C-3 of this AGREEMENT **and replacing it with** "EXHIBIT C-4". All references in Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-4.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

6. This AMENDMENT No. 4 shall be effective upon execution.

********** ***Signature Page to Follow*** **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Tom Skinner
30F2300D718745F...

Tom Skinner
hasing Officer

Contracts/Purchasing Supervisor

Dated: 3/5/2025 | 8:48 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz
Controller

Auditor Controller Analyst I

Dated:
3/5/2025 | 8:36 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta
Counsel

Chief Deputy County Counsel

Dated: 3/4/2025 | 4:53 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 2/24/2025 | 1:31 PM PST

DocuSigned by:
By: Kym Dorman
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

3/3/2025 | 2:57 PM PST COO
Printed Name and Title

Dated:3/3/2025 | 2:57 PM PST

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT B-4

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Graphic Design Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$173,415** 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:

This Section Intentionally Left Blank

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and	Within 10 days of agreement excecution	**$2,995**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	• Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual prefeneces meeting to happen upon MCHD staff completion of questionnaire.	**$2,995**
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	• Template to be completed by CONTRACTOR within one week following quetionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft.	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.	**$6,230**
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review	• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.	**$7,280**
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.	**$480**
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Documen			
Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan and review the Final plan text.	• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.	**$1,960**
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.	
Subtotal			**$21,940**
Offices Expenses (3%)			**$508**
GRAND TOTAL (Tasks 1-6)			**$22,448**

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT C-4

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$173,415** 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:

***********This Section Intentionally Left Blank************

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management > Kick-off Meeting & Production Schedule. > Establish up to 8 additional project check-in meetings. > Schedule regular check-in meetings. > Discuss additional relevant documents to review for the project. > The HRAS Board of Directors will serve as the Strategic Planning Team. > Ongoing Project Management & Coordination	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule. CONTRACTOR shall provide final scope of work and timeline, agendas, and summarized action items.	**Within 10 days of agreement excecution** **October - June 2025**	**$6,400**
TASK 2: Conduct Envrionmental Scan Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• **January 2025 through March 2025**	**$9,090**
CONTRACTOR to work closely with HRAS' team/staff members to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews with the following statekholders: 1) HRAS core leadership team (n=5); 2) Avisory Committee Members (n=8); 3) Selected staff (e.g., 3 HRAS staff supervisors select 2-3 people from each area); 4) Memeber jurisdictions and agencies (n=5); 5) Non-member jurisdicstion and agencies (n=6); 6) Animal serving organizations in MOnterey (n=TBD; those HRAS works with on a regular basis or not). CONTRACTOR to conduct up to 2 focus groups with teh following groups: 1) Volunteers; and 2) Community members. CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. CONTRACTOR'S virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges.			
TASK 3: Strategic Planning Meetings Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• **November 2024 - July 2025**	**$23,880**
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	• **November 2024** CONTRACTOR to review the timeline and scope of the planning process and engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2).	
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes; draft goals and strategies; draft outline of the HRAS Strategic Plan.	• **February/March 2025** CONTRACTOR will review key takeaways from the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Animal Services, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. The group will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes. We will also review and prioritize draft goals and strategies. We will also present a draft outline of the strategic plan.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; Draft goals, strategies and outcomes.	• **March/April 2025** Based on the input gathered to date, the CONTRACTOR will review updated draft goals, strategies, and outcomes. CONTRACTOR will gather feedback and update the final strategic plan.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• **May 2025** In this final strategic planning, CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• **May-June 2025** Once the elements of the strategic plan are finalized in Strategic Planning Meeting #3, CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #4, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	**$13,360**
Subtotal			**$52,730**
Offices Expenses (3%)	General Office Expenses		**$2,401**
GRAND TOTAL (Tasks 1-4)			**$55,131**

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: $173,415

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 3 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $113,284", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $168,415".

2. **Exhibit C-3, "Scope of Services/Payment Provisions (Strategic Planning Process for Hitchcock Road Animal Services)", shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit C-3 shall be construed to refer to Exhibit C.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

5. This AMENDMENT No. 3 shall be effective upon execution.

********** ***Signature Page to Follow*** **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson
Contracts/Purchasing Officer

Debra Wilson
Contracts & Purchasing Officer

Dated: 10/18/2024 | 10:06 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
Deputy Auditor/Controller

Patricia Ruiz
Auditor Controller Analyst I

Dated: 10/18/2024 | 7:40 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Deputy County Counsel

Stacy Saetta
Chief Deputy County Counsel

Dated: 10/17/2024 | 1:50 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 10/10/2024 | 5:23 PM PDT

DocuSigned by:
By: Kym Dorman
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 10/9/2024 | 3:30 PM PDT

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT C-3

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$168,415** 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:

***********This Section Intentionally Left Blank**********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.	**Within 10 days of agreement excecution**	**$7,400**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Conduct Envrionmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• **October 2024 through March 2025**	**$9,090**
Rapid Environmental Scan			
CONTRACTOR to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews (e.g., with core leadership team, advisory committee members), and conducting up to 2 focus groups (e.g., with board members, volunteers, community members, additional staff.) CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. Virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to conduct 2 of the 6 interviews in March 2025 to confirm available resources aligned with identified priorities for the strategic plan.			
TASK 3: Strategic Planning Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• **November 2024 - July 2025**	**$23,360**
Plan and facilitate 5 virtual Strategic Planning Team Meetings			
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	• **February 2025** CONTRACTOR will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at HRAS, and 2) identifying CONTRACTORS' Proposal to Facilitate HRAS' Strategic Planning Process 5 considerations, challenges, and gaps that should be considered during the strategic planning process. CONTRACTOR will engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan and will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to draft goals and outcomes; meeting agenda and meeting highlights.	• **April 2025** Based on the discussion in meeting #2 and input gathered to date, the group will review draft goals, strategies and outcomes and begin prioritizing goals and strategies. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will identify anything that is missing.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to outline HRAS Strategic Plan; updated goals and strategies; meeting agenda and meeting highlights.	• **May 2025** CONTRACTOR will review and finalize the goals and strategies based on all input to date. CONTRACTOR will present the outline of the final strategic plan. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.	
Meeting #5 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• **June 2025** CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• **June 2025** CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #5, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	**$13,640**
Final Document			
Subtotal			**$53,490**
Offices Expenses (3%)	General Office Expenses		**$1,641**
GRAND TOTAL (Tasks 1-6)			**$55,131**

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 2 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836.

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $95,836", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $113,284".

2. **Exhibit B-2, "Scope of Services/Payment Provisions (Graphic Design Services)", shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit B-2 shall be construed to refer to Exhibit B.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.

5. This AMENDMENT No. 2 shall be effective upon execution.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 8/20/2024 | 4:12 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
8/20/2024 | 3:48 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 8/20/2024 | 2:35 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 8/15/2024 | 8:54 AM PDT

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

Printed Name and Title

Dated:

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT B-2

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Graphic Design Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$113,284** 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:

This Section Intentionally Left Blank*

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement excecution	**$2,995**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	• Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual prefeneces meeting to happen upon MCHD staff completion of questionnaire.	**$2,995**
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	• Template to be completed by CONTRACTOR within one week following quetionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft.	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.	**$6,230**
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.	**$2,280**
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.	**$480**
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan.	• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.	**$1,960**
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.	
Subtotal			**$16,940**
Offices Expenses (3%)			**$508**
GRAND TOTAL (Tasks 1-6)			**$17,448**

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $67,671", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $95,836".

2. **Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing** "The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT" **and replacing it with** "The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 unless sooner terminated pursuant to the terms of this AGREEMENT.

3. **Exhibit A, "Scope of Services/Payment Provisions", shall be amended by removing** Exhibit A of this agreement **and replacing it with** "Exhibit A-1". All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.

6. This AMENDMENT No. 1 shall be effective upon execution.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson
Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated:3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
3/19/2024 | 4:24 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel.

Dated:3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated:3/15/2024 | 12:30 PM PDT

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

Printed Name and Title

Dated:

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT A-1

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

2. Process to include:

    a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY's Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.

    b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY's Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY's Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

    c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$95,836** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management.	$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	$14,700
	Total	**$93,010**
6.	General office expenses (3%).	$2,826
	Grand Total	**$95,836**

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices should be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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:

Raimi + Associates, 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: conduct a data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

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: $ 67,671

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 25, 2023 **to** March 31, 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:

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

DS MDR

Contractor

DS DRW

County

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.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

DS MDR
Contractor

DS DKW
County

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering ~~all~~ motor vehicles, including ~~owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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:**
Krista Hanni, Planning, Evaluation, and Policy Manager	Kym Dorman, Project Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	1900 Addison Street, Suite 200 Berkeley, CA 94704
Address	Address
831.755.4586	510.666.1010
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B744087AA9D44B... Debra R. Wilson
Contracts/Purchasing Officer

Date: 5/1/2023 | 2:02 PM PDT

By: DocuSigned by: Elsa Jimenez 7C7A30BA59CA423... Elsa Jimenez
Department Head (if applicable)

Date: 5/3/2023 | 12:05 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta
County Counsel
Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Jennifer Forsyth
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Raimi + Associates, Inc.
Contractor/Business Name *

By: DocuSigned by: Matthew D. Raimi 4E7004AE83D64E2... (Signature of Chair, President, or Vice-President)

Matthew D. Raimi President and CEO
Name and Title

Date: 3/30/2023 | 12:04 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. 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 per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

ADDENDUM NO. 1

To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Raimi + Associates, Inc.

This Addendum No. 1 amends and modifies the County of Monterey Standard Agreement (hereinafter "Agreement") by and between the County of Monterey, for services at Monterey County Health Department (hereinafter "COUNTY") and Raimi + Associates, Inc. (hereinafter "CONTRACTOR").

This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to **Section 7.0 TERMINATION** as follows:

1. **Agreement Paragraph 7.02 TERMINATION.**
   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, COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. The CONTRACTOR shall be given 10 working days to correct any deficiency. COUNTY may be relieved of the payment of any consideration to CONTRACTOR for the disputed portion of the work.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Raimi + Associates, Inc.

Approved:

By: DocuSigned by: Matthew D. Raimi 4E7994AE83D64E2...

Matthew D. Raimi President and CEO

Name and Title

Date: 3/30/2023 | 12:04 PM PDT

Approved:

By: _____

_____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

By: DocuSigned by: Stacy Saetta Stacy Saetta C0ECE1B99F444A9...

Deputy County Counsel

Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

Approved:

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth 4E7E657875454AE...

Auditor/Controller

Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved:

By: DocuSigned by: C7A39BA59CA8423...

Elsa Mendoza Jimenez/ Director of Health

Date: 5/3/2023 | 12:05 PM PDT

Approved:

By: DocuSigned by: Debra R. Wilson Debra R. Wilson 7B741937AA0D41B...

Contracts/Purchasing

Date: 5/1/2023 | 2:02 PM PDT

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT A

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

2. Process to include:

    a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY's Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.

    b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY's Strategic Planning Team nine (9) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY's Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by November 30, 2023
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by January 31, 2024

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$67,671** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management	$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways)	$10,300
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs, other specified MCHD leaders, and 1 joint meeting with Natividad)	$30,400
4.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan	$14,700
5.	General office expenses (3%)	$1,971
	Total	$67,671

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Krista Hanni
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: hannikd@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-16238
a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute an Agreement between the County of Monterey, for services at County of Monterey Health Department and Raimi + Associates, Inc. for the creation of a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, in the amount of $67,671 for a term of April 25, 2023 through March 31, 2024; and
b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement.

PASSED AND ADOPTED on this 25th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 April 25, 2023.

Dated: April 27, 2023
File ID: A 23-115
Agenda Item No.: 23

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

County of Monterey

Board Report

Legistar File Number: 25-924

Item No.24

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

January 13, 2026

Introduced: 12/12/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Request approval of the Board of Supervisors to add the Juvenile Hall and Youth Center Modular projects, fully funded by CalAIM PATH3 Grant and Juvenile Justice Realignment Block Grant funds, in the amounts of $1,980,680 and $179,478, respectively (total amount of $2,160,158) to the FY 25/26 Facilities Capital (CIP) Work Plan.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve the addition of the Juvenile Hall and Youth Center Modular projects, fully funded by CalAIM PATH3 Grant and Juvenile Justice Realignment Block Grant funds, in the amounts of $1,980,680 and $179,478, respectively (total amount of $2,160,158) to the FY 25/26 Facilities Capital (CIP) Work Plan.

SUMMARY/DISCUSSION:
On January 1, 2022, California Department of Healthcare Services (DHCS) launched a multi-year DHCS initiative, CalAIM, to improve the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of broad delivery system, program and payment reform across the Medi-Cal program. The PATH Justice Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities.

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.

To facilitate compliance under the mandates of the legislation to support justice-involved processes for youth in the delivery of Medi-Cal reentry services and coordination, Probation proposes installation of two County furnished modular buildings at designated areas, with one at the Juvenile Hall located at 1420 Natividad Road, Salinas, and one at the Youth Center located at 970 Circle Drive, Salinas.

The furnished modular buildings would provide space for telehealth meetings between youth and providers, in-person health meetings not requiring a clinical setting and meeting space for members of the health and case management staff to meet with youth with proper private settings and for the warm

handoff process.

Probation collaborated with the Department of Public Works, Facilities, and Parks (PWFP) after receiving and accepting the grant and plans to utilize the County's Sourcewell Cooperative Agreement and Job Order Contracting services to complete both modular projects to the listed facilities at a total estimated cost of $2,160,158 ($1,258,155 for the Juvenile Hall and $902,003 for the Youth Center). PWFP will work with Probation further, to develop the scope on both projects based on available funding. This recommendation was supported by the Capital Improvement Committee at their meeting on September 8, 2025.

OTHER AGENCY INVOLVEMENT:
This report has been reviewed by the County Administrative Office, Budget and Analysis Division. PWFP concurs with this recommendation. The Capital Improvement Committee supports this recommendation.

FINANCING:
The projects are funded by a combination of the State's CalAIM Path 3 grant amount of $1,980,680 and Juvenile Justice Realignment Block Grant funds of $179,478 for the total amount of $2,160,158. There is no impact to the County's General Fund

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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
____ 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:
MAP - JH Modular Project 12.08.25
MAP - YC Modular Project 12.08.25

County of Monterey

Board Report

Legistar File Number: 25-924

Item No.24

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

January 13, 2026

Introduced: 12/12/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Request approval of the Board of Supervisors to add the Juvenile Hall and Youth Center Modular projects, fully funded by CalAIM PATH3 Grant and Juvenile Justice Realignment Block Grant funds, in the amounts of $1,980,680 and $179,478, respectively (total amount of $2,160,158) to the FY 25/26 Facilities Capital (CIP) Work Plan.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve the addition of the Juvenile Hall and Youth Center Modular projects, fully funded by CalAIM PATH3 Grant and Juvenile Justice Realignment Block Grant funds, in the amounts of $1,980,680 and $179,478, respectively (total amount of $2,160,158) to the FY 25/26 Facilities Capital (CIP) Work Plan.

SUMMARY/DISCUSSION:
On January 1, 2022, California Department of Healthcare Services (DHCS) launched a multi-year DHCS initiative, CalAIM, to improve the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of broad delivery system, program and payment reform across the Medi-Cal program. The PATH Justice Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities.

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.

To facilitate compliance under the mandates of the legislation to support justice-involved processes for youth in the delivery of Medi-Cal reentry services and coordination, Probation proposes installation of two County furnished modular buildings at designated areas, with one at the Juvenile Hall located at 1420 Natividad Road, Salinas, and one at the Youth Center located at 970 Circle Drive, Salinas.

The furnished modular buildings would provide space for telehealth meetings between youth and providers, in-person health meetings not requiring a clinical setting and meeting space for members of the health and case management staff to meet with youth with proper private settings and for the warm

handoff process.

Probation collaborated with the Department of Public Works, Facilities, and Parks (PWFP) after receiving and accepting the grant and plans to utilize the County's Sourcewell Cooperative Agreement and Job Order Contracting services to complete both modular projects to the listed facilities at a total estimated cost of $2,160,158 ($1,258,155 for the Juvenile Hall and $902,003 for the Youth Center). PWFP will work with Probation further, to develop the scope on both projects based on available funding. This recommendation was supported by the Capital Improvement Committee at their meeting on September 8, 2025.

OTHER AGENCY INVOLVEMENT:
This report has been reviewed by the County Administrative Office, Budget and Analysis Division. PWFP concurs with this recommendation. The Capital Improvement Committee supports this recommendation.

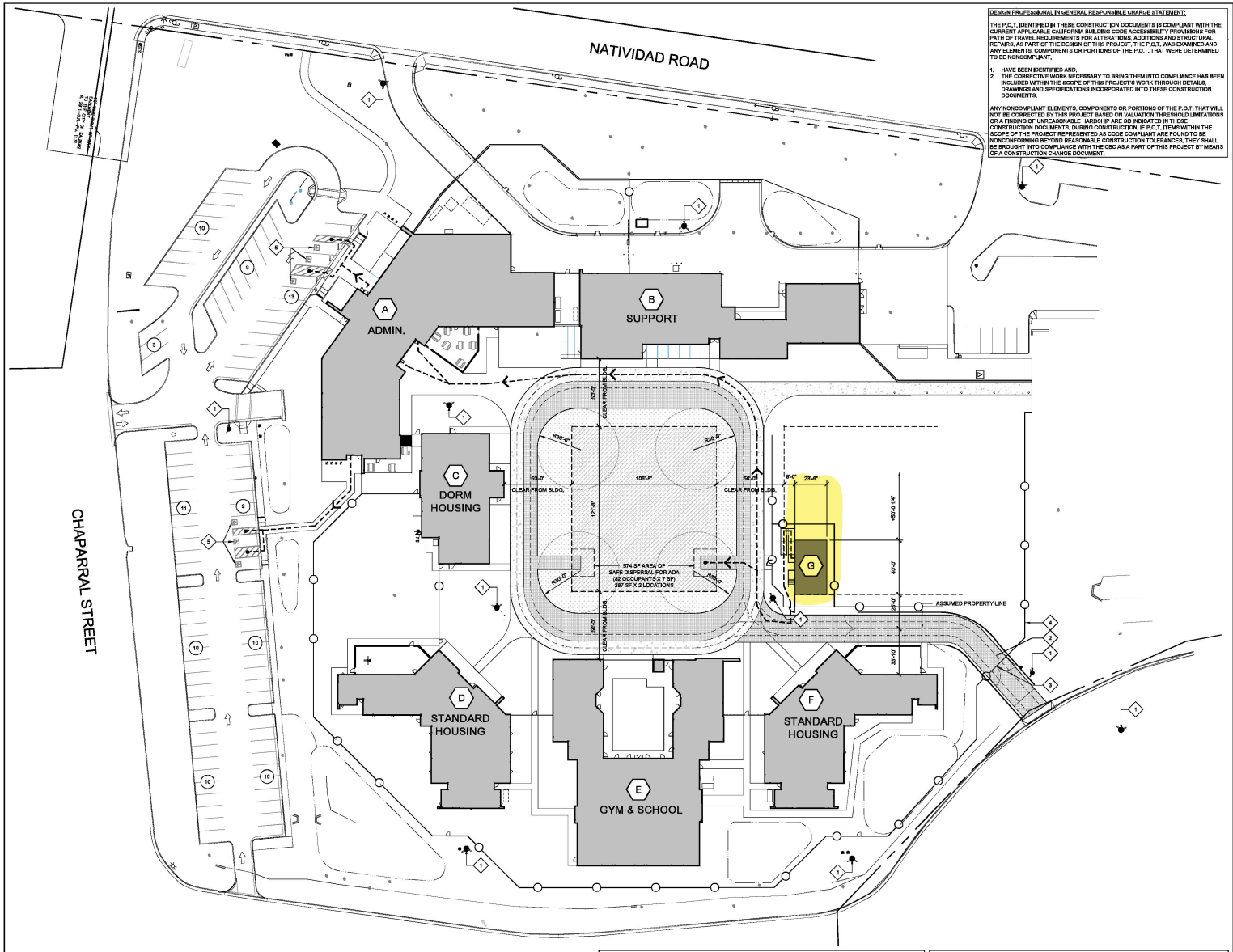
FINANCING:
The projects are funded by a combination of the State's CalAIM Path 3 grant amount of $1,980,680 and Juvenile Justice Realignment Block Grant funds of $179,478 for the total amount of $2,160,158. There is no impact to the County's General Fund

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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
____ 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:
MAP - JH Modular Project 12.08.25
MAP - YC Modular Project 12.08.25



26 SITE PLAN
SCALE: 1" = 30'-0"

NORTH

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS, AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NONCOMPLIANT,

1. HAVE BEEN IDENTIFIED AND,
2. THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS.

ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

EXTERIOR WALL FIRE RATINGS

WALL	FIRE SEPARATION DISTANCE	OCC.	REQUIRED FIRE RATING	ACTUAL FIRE RATING	MAX. ALLOWABLE UNPROTECTED OPENINGS (AS A PERCENTAGE OF TOTAL WALL AREA)	ACTUAL UNPROTECTED OPENINGS (AS A PERCENTAGE OF TOTAL WALL AREA)	
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-

EXISTING BUILDINGS ON SITE

	BUILDING IDENTIFICATION	USE	OCC.	CONST. TYPE	ACTUAL AREA PER BUILDING (IN S.F.)	ALLOWABLE AREA PER BUILDING (IN S.F.)
A	BUILDING - A	ADMINISTRATION	IB	-	13,860	-
B	BUILDING - B	SUPPORT	IB	-	9,706	-
C	BUILDING - C	DORM HOUSING	IB	-	4,798	-
D	BUILDING - D	STANDARD HOUSING	IB	-	7,175	-
E	BUILDING - E	GYM & SCHOOL	IB	-	12,154	-
F	BUILDING - F	STANDARD HOUSING	IB	-	7,175	-

MODULAR BUILDING

	PORTABLE	CLASSROOMS	IB	VB	972	-
9	MODULAR BUILDING TOTAL AREA:				1,440	

GENERAL NOTES:

THESE NOTES APPLY TO THIS SHEET ONLY.

1. THE NEW MODULAR BUILDING HAS A 5'-0" OVERHANG AT THE FRONT ELEVATION AND A 2'-0" OVERHANG AT THE BACK ELEVATION.
2. THE CLIMATE ZONE FOR THIS PROJECT SITE IS ZONE 3. THE ASSOCIATED PC DRAWINGS FOR THE RELOCATABLE UNITS HAVE BEEN DESIGNED FOR THIS CLIMATE TYPE.

NEW WORK KEYNOTES:

KEYNOTES TYPICAL TO ALL SHEETS.
ALL KEYNOTES MAY NOT BE USED ON THIS SHEET.

1. EXISTING FIRE HYDRANT LOCATIONS.
2. EXISTING FIRE APPARATUS ACCESS ROAD, 20' WIDE, 30'-0" INSIDE RADIUS PROVIDED
3. EXISTING PERIMETER SECURITY FENCE GATE ACCESS
4. EXISTING PERIMETER SECURITY FENCING, TYP.
5. EXISTING ACCESSIBLE STALLS

SAFE DISPERSAL AREA CALCULATIONS

LOCATION OF SAFE DISPERSAL AREA PER CBC 1028.5 EXCEPTION 5, "IN CORRECTIONAL FACILITIES, THE [SAFE DISPERSAL] AREA SHALL BE OF A SIZE TO ACCOMMODATE NOT LESS THAN 7 SF FOR EACH PERSON. ACCESSIBLE PATH OF EGRESS TRAVEL TO THE SAFE DISPERSAL AREA AND CLEAR GROUND SPACE FOR 5% OF THE OCCUPANTS MEETING SECTION 11B-305.3 SHALL BE PROVIDED.

PREVIOUSLY APPROVED UNDER APPLICATION NUMBERS:
SPM FILE #: 43-27-44-0011
BSCC PLAN REVIEW #: 053-7354.01
WMIS #: 59500

1,598 EXISTING OCCUPANTS
30 NEW OCCUPANTS
1,628 TOTAL OCCUPANTS

UPDATED CALCULATIONS PER 2022 CBC 1028.5, EXCEPTION 5:
11,186 SF = REQUIRED AT EXISTING BUILDINGS 1,598 OCCUPANTS X 7 SF
210 SF = REQUIRED AT NEW MODULAR BUILDING 30 OCCUPANTS X 7 SF
11,396 SF = TOTAL REQUIRED
574 SF = TOTAL ADA REQUIRED 1,628 OCCUPANTS X 5% = 81.4 OCCUPANTS X 7 SF
12,977 SF = TOTAL PROVIDED

LOCATION OF NEW SAFE DISPERSAL AREA IS LOCATED MORE THAN 50 FEET AWAY FROM ALL BUILDINGS.

ACCESSIBLE PATH OF TRAVEL

1. SYMBOL FOR ACCESSIBLE PATH OF TRAVEL:
2. ACCESSIBLE ROUTE OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" IN WIDTH, SURFACE IS STABLE, FIRM, AND SLIP RESISTANT. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5%, UNLESS OTHERWISE INDICATED. ACCESSIBLE ROUTE OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE ROUTE OF TRAVEL.

PARKING LOT CALCULATIONS:

1. 2022 CBC TABLE 11B-208.2

PARKING LOT

59 NUMBER OF STANDARD STALLS
4 NUMBER OF REQUIRED ACCESSIBLE STALLS
4 NUMBER OF PROVIDED CAR ACCESSIBLE STALLS
2 NUMBER OF PROVIDED VAN ACCESSIBLE STALLS
95 TOTAL NUMBER OF PARKING STALLS

LEGEND:

- EXISTING BUILDING
- NEW BUILDING
- EXISTING CONCRETE
- NEW CONCRETE
- EXISTING GRASS PAVEMENT SYSTEM
- NEW LANDSCAPE
- EXISTING LANDSCAPE
- NEW ASPHALT
- EXISTING ASPHALT

AGENCY APPROVAL

MONTEREY COUNTY JUVENILE HALL
NEW TEMPORARY MODULAR BUILDING
1410 Natividad Road
Salinas, CA 93906
MONTEREY COUNTY GENERAL SERVICES

CONSULTANT
nacht&lewis
600 Q Street, Suite 100
Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

ARCHITECT

100% DESIGN DEVELOPMENT

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 11/18/2025
JOB NO.: Y2531.00
SHEET TITLE

CODE ANALYSIS
FIRE LIFE SAFETY
& MEANS OF EGREES

SHEET NO.

G111

887

ONE AND ONE-HALF INCH = ONE FOOT
ONE INCH = ONE FOOT
THREE-QUARTERS INCH = ONE FOOT
ONE-HALF INCH = ONE FOOT
ONE-QUARTER INCH = ONE FOOT
ONE-EIGHTH INCH = ONE FOOT
ONE-SIXTEENTH INCH = ONE FOOT
ONE INCH = TWENTY FEET

1 SITE ANALYSIS PLAN
SCALE: 1" = 30'-0"

NORTH

GENERAL NOTES:

THESE NOTES APPLY TO THIS SHEET ONLY.

1. THE NEW MODULAR BUILDING HAS A 5'-0" OVERHANG AT THE FRONT ELEVATION AND A 2'-0" OVERHANG AT THE BACK ELEVATION.
2. THE CLIMATE ZONE FOR THIS PROJECT SITE IS ZONE 3, THE ASSOCIATED PC DRAWINGS FOR THE RELOCATABLE UNITS HAVE BEEN DESIGNED FOR THIS CLIMATE TYPE.

NEW WORK KEYNOTES:

KEYNOTES TYPICAL TO ALL SHEETS.
ALL KEYNOTES MAY NOT BE USED ON THIS SHEET.

1. EXISTING FIRE HYDRANT LOCATIONS.
2. PROPOSED FIRE ENGINE TURNAROUND PER MONTEREY COUNTY REGIONAL FIRE DISTRICT REQUIREMENTS
3. EXISTING PERIMETER SECURITY FENCE GATE ACCESS
4. EXISTING PERIMETER SECURITY FENCING, TYP.
5. NEW ACCESSIBLE STALLS
6. NEW ACCESS STRIPING

SAFE DISPERSAL AREA CALCULATIONS

LOCATION OF SAFE DISPERSAL AREA PER CBC 1028.5 EXCEPTION 5, "IN CORRECTIONAL FACILITIES, THE [SAFE DISPERSAL] AREA SHALL BE OF A SIZE TO ACCOMMODATE NOT LESS THAN 7 SF FOR EACH PERSON. ACCESSIBLE PATH OF EGRESS TRAVEL TO THE SAFE DISPERSAL AREA AND CLEAR GROUND SPACE FOR 5% OF THE OCCUPANTS MEETING SECTION 11B-305.3 SHALL BE PROVIDED.

1,598 EXISTING OCCUPANTS
30 NEW OCCUPANTS
1,628 TOTAL OCCUPANTS

UPDATED CALCULATIONS PER 2022 CBC 1028.5, EXCEPTION 5:
11,186 SF = REQUIRED AT EXISTING BUILDINGS 1,598 OCCUPANTS X 7 SF
210 SF = REQUIRED AT NEW MODULAR BUILDING 30 OCCUPANTS X 7 SF
11,396 SF = TOTAL REQUIRED
574 SF = TOTAL ADA REQUIRED 1,628 OCCUPANTS X 5% = 81.4 OCCUPANTS X 7 SF
12,977 SF = TOTAL PROVIDED

LOCATION OF NEW SAFE DISPERSAL AREA IS LOCATED MORE THAN 50 FEET AWAY FROM ALL BUILDINGS.

ACCESSIBLE PATH OF TRAVEL

1. SYMBOL FOR ACCESSIBLE PATH OF TRAVEL:
2. ACCESSIBLE ROUTE OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" IN WIDTH, SURFACE IS STABLE, FIRM, AND SLIP RESISTANT, CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5%, UNLESS OTHERWISE INDICATED. ACCESSIBLE ROUTE OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE ROUTE OF TRAVEL.

PARKING LOT CALCULATIONS:

1. 2022 CBC TABLE 11B-208.2

PARKING LOT

20 NUMBER OF STANDARD STALLS
1 NUMBER OF REQUIRED ACCESSIBLE STALLS
1 NUMBER OF PROVIDED ACCESSIBLE STALLS
1 NUMBER OF PROVIDED VAN ACCESSIBLE STALLS

(22) TOTAL NUMBER OF PARKING STALLS

LEGEND:

- EXISTING BUILDING
- NEW BUILDING
- EXISTING CONCRETE
- NEW CONCRETE
- EXISTING GRASS PAVEMENT SYSTEM
- NEW LANDSCAPE
- EXISTING LANDSCAPE
- NEW ASPHALT
- EXISTING ASPHALT

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS, AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NONCOMPLIANT,

1. HAVE BEEN IDENTIFIED AND,
2. THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS.

ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS, DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

EXTERIOR WALL FIRE RATINGS

WALL	FIRE SEPARATION DISTANCE	OCC.	REQUIRED FIRE RATING	ACTUAL FIRE RATING	MAX. ALLOWABLE UNPROTECTED OPENINGS (AS A PERCENTAGE OF TOTAL WALL AREA)	ACTUAL UNPROTECTED OPENINGS (AS A PERCENTAGE OF TOTAL WALL AREA)	
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-
-	-	-	-	-	-	TOTAL WALL AREA: ### SF OPENING AREA: ### SF	-

EXISTING BUILDINGS ON SITE

	BUILDING IDENTIFICATION	USE	OCC.	CONST. TYPE	ACTUAL AREA PER BUILDING (IN S.F.)	ALLOWABLE AREA PER BUILDING (IN S.F.)
A	BUILDING - A PER 1991 CBC	YOUTH CENTER	I-2	V-A	28,325	-
B	BUILDING - B PER 2001 CBC	EDUCATION CENTER	E-1	V-N	6,390	-

MODULAR BUILDING

X	PORTABLE	CLASSROOMS	E-1	V-N	1410	-
MODULAR BUILDING TOTAL AREA:					1,410	

AGENCY APPROVAL

MONTEREY COUNTY
YOUTH CENTER MODULAR PROJECT
970 CIRCLE DR
SALINAS, CALIFORNIA 93905
COUNTY OF MONTEREY

CONSULTANT
nacht&lewis
600 Q Street, Suite 100
Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

ARCHITECT

50% CONSTRUCTION DOCUMENTS

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 11/18/25
JOB NO.: Y2530.00
SHEET TITLE

CODE ANALYSIS
FIRE LIFE SAFETY
& MEANS OF EGREES

SHEET NO.

G111

Introduced: 12/12/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve a Memorandum of Understanding between the County of Monterey and the City of Salinas to establish the respective roles and responsibilities for the administration of the Salinas Housing Advancement, Resources, and Education (SHARE) Center; and
b. Authorize the County Administrative Officer, or designee, to extend the term of the Memorandum of Understanding up to two (2) times, for a total period not to exceed fifteen (15) years, provided that such extensions do not materially alter the scope of the Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve a Memorandum of Understanding between the County of Monterey and the City of Salinas to establish the respective roles and responsibilities for the administration of the Salinas Housing Advancement, Resources, and Education (SHARE) Center; and
b. Authorize the County Administrative Officer, or designee, to extend the term of the Memorandum of Understanding up to two (2) times, for a total period not to exceed fifteen (15) years, provided that such extensions do not materially alter the scope of the Agreement.

SUMMARY:

The proposed memorandum of understanding between the County of Monterey and the City of Salinas establishes a five-year framework (FY 2025-2029) for joint administration and financial responsibility for the SHARE Center. Key provisions include:

- **County Responsibilities**: Maintain ownership of the property; serve as fiscal lead; oversee maintenance, repairs, and capital improvements.

- **City Responsibilities**: Lead the competitive process for selecting a shelter operator every three years; manage RFP documentation and compliance.

- **Shared Responsibilities**:
    - Equally share operating costs, subject to federal, state, and local funding.

    - Partner on annual reporting, data sharing, and performance monitoring aligned with Continuum of Care benchmarks.

    - Jointly pursue funding opportunities and develop contracts with aligned metrics.

    - Collaborate on public communications and convene regular operational review

meetings with the operator.

The agreement also outlines compliance with federal and state laws, indemnification and insurance requirements, dispute resolution procedures, and renewal options for two additional five-year terms.

This updated MOU reconfirms the County-City partnership and provides a clear governance structure to sustain shelter operations, expand housing navigation, and improve outcomes for individuals and families experiencing homelessness in Monterey County.

DISCUSSION: N/A

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
This memorandum of understanding was written in partnership with the City of Salinas' Community Development Department and City Managers Office, Monterey County Department of Social Services, and the Office of County Counsel.

FINANCING:
Approval of this memorandum of understanding does not impact General Funds.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This memorandum of understanding advances the well-being and quality of life of Monterey County residents by ensuring a sustainable, outcome driven homelessness response program in partnership with the City of Salinas.

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
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

Prepared by: Roxanne V. Wilson, County Homeless Services Director, ext. 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309

Attachments:
2021 Memorandum of Understanding
2021 Memorandum of Understanding
2018 Memorandum of Understanding

Introduced: 12/12/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve a Memorandum of Understanding between the County of Monterey and the City of Salinas to establish the respective roles and responsibilities for the administration of the Salinas Housing Advancement, Resources, and Education (SHARE) Center; and
b. Authorize the County Administrative Officer, or designee, to extend the term of the Memorandum of Understanding up to two (2) times, for a total period not to exceed fifteen (15) years, provided that such extensions do not materially alter the scope of the Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve a Memorandum of Understanding between the County of Monterey and the City of Salinas to establish the respective roles and responsibilities for the administration of the Salinas Housing Advancement, Resources, and Education (SHARE) Center; and
b. Authorize the County Administrative Officer, or designee, to extend the term of the Memorandum of Understanding up to two (2) times, for a total period not to exceed fifteen (15) years, provided that such extensions do not materially alter the scope of the Agreement.

SUMMARY:
The proposed memorandum of understanding between the County of Monterey and the City of Salinas establishes a five-year framework (FY 2025-2029) for joint administration and financial responsibility for the SHARE Center. Key provisions include:

- **County Responsibilities**: Maintain ownership of the property; serve as fiscal lead; oversee maintenance, repairs, and capital improvements.
- **City Responsibilities**: Lead the competitive process for selecting a shelter operator every three years; manage RFP documentation and compliance.
- **Shared Responsibilities**:
  - Equally share operating costs, subject to federal, state, and local funding.
  - Partner on annual reporting, data sharing, and performance monitoring aligned with Continuum of Care benchmarks.
  - Jointly pursue funding opportunities and develop contracts with aligned metrics.
  - Collaborate on public communications and convene regular operational review meetings with the operator.

The agreement also outlines compliance with federal and state laws, indemnification and insurance requirements, dispute resolution procedures, and renewal options for two additional five-year terms.

This updated MOU reconfirms the County-City partnership and provides a clear governance structure to sustain shelter operations, expand housing navigation, and improve outcomes for individuals and families experiencing homelessness in Monterey County.

DISCUSSION: N/A

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
This memorandum of understanding was written in partnership with the City of Salinas' Community Development Department and City Managers Office, Monterey County Department of Social Services, and the Office of County Counsel.

FINANCING:
Approval of this memorandum of understanding does not impact General Funds.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This memorandum of understanding advances the well-being and quality of life of Monterey County residents by ensuring a sustainable, outcome driven homelessness response program in partnership with the City of Salinas.

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
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

Prepared by: Roxanne V. Wilson, County Homeless Services Director, ext. 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309

Attachments:
2025 Memorandum of Understanding
2021 Memorandum of Understanding
2018 Memorandum of Understanding

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

and

CITY OF SALINAS

for

THE COORINATION OF RESPONSIBILITIES TO ADMINISTER AND OPERATE THE SHARE CENTER

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Memorandum of Understanding

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the CITY of Salinas, a California Charter City and municipal corporation (CITY), the County of Monterey, a political subdivision of the State of California (COUNTY), collectively referred to as "PARTIES", for the purpose of identifying roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906 owned by the COUNTY with reference to the following facts:

RECITALS

A. **WHEREAS** on September 25, 2018, the PARTIES entered into an initial MOU for the coordination of responsibilities related to developing a shelter (and develop an affordable housing project for families adjacent to the SITE) and agreed to coordinate their staff to expedite site development and conduct the RFP process for the selection of, and negotiation of agreements with, a future developer and operator for the Shelter; and

B. **WHEREAS** on May 29, 2019, the COUNTY was awarded $6,018,100 in funding through the Homeless Emergency Aid Program ("HEAP") by the Continuum of Care for Monterey and San Benito County for the construction of a year-round shelter at 845 East Laurel Drive; and

C. **WHEREAS** on September 15, 2020, the County Board of Supervisors and Salinas City Council formally adopted the name of the Salinas Housing Advancement, Resources & Education Center ("SHARE Center") for the new Shelter at 845 East Laurel Drive; and

D. **WHEREAS** on June 22, 2021, the PARTIES extended the MOU to further coordinate their respective staff to effectively administer the operations of the SHARE Center (and develop affordable housing with a focus on families on the Property); and

E. **WHEREAS** the 2024 Homeless Point-in-Time Count (PIT) mandated by the U.S. Department of Housing and Urban Development and conducted by the local Continuum of Care lead agency revealed that 2,436 people are experiencing homelessness on any given night, representing a 19% increase from 2022; and

F. **WHEREAS** on November 12, 2024, the County Board of Supervisors adopted a resolution declaring an emergency shelter crisis, renewing their commitment to addressing homelessness in the Monterey County geographic region; and

G. **WHEREAS** the PARTIES desire to update the terms of the MOU, dated June 22, 2021, to extend the collaboration of the administration and oversight of the operations of the SHARE Center and further define roles and responsibilities; and

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

H. **WHEREAS** this MOU supersedes all previously approved MOUs regarding the shared financial and administrative roles and responsibilities for the operation of the SHARE Center between the CITY and COUNTY; however, any terms relating to partnerships on affordable housing shall be addressed in a separate MOU.

NOW, THEREFORE, in consideration of the declaration, recitals, mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the PARTIES agree as follows:

ARTICLE 1.0
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes the roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906.

a. Subject to funding availability, the COUNTY shall:

1. Maintain ownership of the property;
2. Serve as the fiscal lead, compile and review the proposed operations and services budget, and coordinate with the CITY to ensure the budget reflects jointly agreed-upon priorities and cost allocations;
3. Devote sufficient personnel to oversee the maintenance and repairs, including all capital improvements required to maintain a safe and healthy environment for staff and program participants;
4. Any future conveyance of the Property must be authorized by the COUNTY;

b. Subject to funding availability, CITY shall:

1. Devote sufficient personnel to lead and manage a competitive bidding process in accordance with CITY Procurement Policies and Procedures for a shelter operator, in collaboration with the COUNTY, every three (3) years, or in the event of termination of service by the current shelter operator, unless otherwise directed by the County Board of Supervisors and Salinas City Council;
    i. CITY will receive bids and collaborate with COUNTY to determine adequacy and completeness of RFP process;
    ii. CITY will document and maintain records associated with the RFP process;
    iii. CITY will work collaboratively with COUNTY to respond to and RFP questions, comments or appeals.

c. Subject to funding availability, the PARTIES shall:

1. Prior to issuing any Request for Proposals (RFP) for the selection of a service

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

provider to operate the SHARE Center, City and County staff shall provide written notice to the Board of Supervisors and the Salinas City Council. Execution of any new operator agreement resulting from such solicitation shall be contingent upon the approval of the new operator by the Monterey County Board of Supervisors and the Salinas City Council.

2. Be responsible for 50% of the total operating costs of the SHARE Center which may be covered by federal, state, or local funding. "Operating costs" include, but are not limited to:
    i. Operator contract(s)
    ii. Rapid Re-Housing and Housing Navigation
    iv. Maintenance and janitorial services
    v. Utilities (electricity, gas, water, internet, etc.)
    vi. Security
    vii. Supplies and equipment
    viii. Insurance
3. Partner with Operator on annual reports to the County Board of Supervisors and City Council. Such reports shall include, but is not limited to:
    i. Number and demographics of persons served
    ii. Number of persons housed to permanent housing outcomes
    iii. Number of persons temporarily housed in other locations (other shelters, transitional housing, bridge, etc.)
    iv. Bed capacity and occupancy rates by month
    v. Number of individuals connected to non-cash benefits
    vi. Number of individuals connected to cash income (employment, SSI/SSDI, etc.)
    vii. Number of individuals connected to health insurance
    viii. Average length of stay
    ix. HMIS compliance
4. Devote sufficient personnel to identify, pursue, and manage state, federal, and local funding and subsequent contracts required to fund the SHARE Center's daily operations;
5. In the event that anticipated funding is not available or is reduced, the PARTIES agree to enter into good faith negotiations to revise the terms of this MOU;
6. Work collaboratively to develop a transparent and fair formal solicitation of proposals from qualified service providers to operate the SHARE Center, that shall include two (2) representatives from each entity, one member of the Continuum of Care lead agency, and at least one person with lived experience on the rating and ranking panel;
7. Collaborate on drafting contracts with aligned metrics for ongoing operations of the SHARE Center.
8. Align program outcome goals to the Continuum of Care's established performance benchmarks to achieve a comprehensive approach to addressing homelessness in Monterey County;
9. Partner on public communications, including press releases, media advisories, public statements, social media content, and informational materials related to the SHARE Center;

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

10. Share data necessary to support program operations, performance monitoring, compliance reporting, and evaluation of the SHARE Center. Shared data may include, but is not limited to:
    i. Shelter utilization statistics
    ii. Demographic and needs data (as allowable)
    iii. Outcome and performance metrics
    iv. Program budgets and expenditure reports
    v. HMIS-generated reports (as permitted under applicable data-sharing agreements)
    vi. Financial reporting and grants management
    vii. Property and environmental records, reports, studies, and other information related to the facility;
11. Convene monthly meetings with the Operator, or as otherwise mutually agreed upon, to review SHARE Center operations, outcomes, and financial status. Standing agenda topics may include, but are not limited to:
    i. Review of shelter utilization and performance metrics
    ii. Review of financial reports and invoices
    iii. Budget planning and cost reconciliation
    iv. Updates on grant applications and funding opportunities
    v. Operational challenges and resolution planning
    vi. Community engagement and stakeholder feedback
    vii. Contract compliance and reporting deadlines
12. If there is a disagreement between the PARTIES or their representative(s), the PARTIES shall proceed with resolution as outlined in **Exhibit B: DISPUTES AND CORRECTIVE ACTION** which is incorporated by this reference.

d. Capital Improvements, Maintenance, and Repairs

1. **Definition of Capital Improvements.** Capital Improvements shall mean any permanent additions, structural changes, or upgrades to the SHARE Center facility. Capital Improvements may include, but are not limited to, roof replacement, major HVAC system upgrades, plumbing or electrical overhauls, structural renovations, and significant alterations requiring permits or capital expenditure approval.
2. **Definition of Maintenance and Repairs.** Maintenance and Repairs shall mean routine, periodic, or minor work necessary to keep the facility, its systems, and equipment in good operating condition, including corrective actions to restore functionality without materially extending the facility's useful life. Maintenance and Repairs include janitorial services, landscaping, painting, fixture replacement, minor plumbing or electrical repairs, pest control, and general upkeep.
3. **Schedule of Capital Improvements, Maintenance, and Repairs.** No later than November of each year, the Parties agree to develop an agreed upon schedule of capital improvements, maintenance and repairs, identify costs, and establish a cost sharing strategy to meet the goals and objectives of the schedule.
4. **Coordination and Notification.** Each Party shall promptly notify the other of any condition requiring repair or maintenance to prevent deterioration of the facility or interruption of services. The PARTIES shall coordinate on scheduling such work

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

to minimize disruption to program operations.

5. **Meet and Confer.** The PARTIES agree to meet and confer regarding cost share prior to incurring any expense related to Capital Improvements or major/extensive emergency Maintenance or Repair.

Section 1.2 Right of Entry

The CITY and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the CITY shall repair and restore any damage it may cause.

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance

The PARTIES, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the SHARE Center. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Five (5) Year Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the "Five (5) Year Term of Use", as set forth above. Upon expiration of the initial term, the Agreement may be renewed for two (2) additional terms of five (5) years, provided that the PARTIES delivers written notice of its intent to renew no less than one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall be subject to mutual agreement of the PARTIES on any revised terms and conditions, which shall be documented in writing prior to the commencement of the renewal term.

Section 2.3 Termination

This MOU may be terminated by either Party upon one hundred twenty days (120) days advance written notice. Prior to any said termination, the PARTIES shall meet and confer in good faith. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Section 2.4 Mutual Indemnification

The PARTIES shall indemnify, defend, and hold harmless the COUNTY and CITY, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the PARTIES and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by either PARTY. It is the intent of the PARTIES to this MOU to provide the broadest possible coverage for the COUNTY and CITY. Either PARTY shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the PARTY is obligated to indemnify, defend and hold harmless the COUNTY pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5 Insurance

During the Term of this MOU, the PARTIES shall each secure and maintain the insurance or self-insurance as described in **Exhibit A**.

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

a. Records to be maintained. The PARTIES shall maintain all records and such records shall include but not be limited to:
    1. Records providing a full description of each activity undertaken.
    2. Records required to document the solicitation and selection of a developer and operator.
    3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The PARTIES shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU with the COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the SHARE Center.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The PARTIES agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The PARTIES each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The PARTIES agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the PARTIES.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the PARTIES shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the PARTIES may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Assistant City Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may be amended by a written administrative amendment executed by the City Manager or County Administrative Officer or their respective designees, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

This MOU may not be modified, supplemented, or amended unless in writing by the PARTIES. Any modification, supplementation, amendment, or waiver must be signed by all PARTIES.

Section 6.8 Actions by the CITY and COUNTY

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the CITY or COUNTY, the approval, consent, authorization, or waiver of the City Manager or COUNTY Administrative Officer or their respective designees, shall constitute the approval, consent, authorization or waiver of the CITY/COUNTY without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

Section 6.9 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.10 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14 Recitals

The PARTIES understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Insurance Requirements
Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

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.

SIGNATURES ON FOLLOWING PAGE

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES on the day and year written below.

COUNTY OF MONTEREY:	**CITY OF SALINAS:**
COUNTY Administrative Office, Sonia M. De La Rosa, COUNTY Administrative Officer By: _____ Deborah Paolinelli, Assistant COUNTY Administrative Officer Date:_____	City of Salinas Rene Mendez, City Manager By: _____ Rene Mendez, City Manager Date:_____
APPROVED AS TO FORM: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, COUNTY Counsel By: DocuSigned by: Anne Brereton A46091E5DE63489... Anne Brereton, Deputy COUNTY Counsel Date: 12/3/2025 | 3:40 PM PST	**APPROVED AS TO FORM:** City of Salinas Christopher A. Callihan, City Attorney By: DocuSigned by: Christopher Callihan 1895479BC5A349F... Date: 12/5/2025 | 9:21 AM PST
APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, Acting COUNTY Counsel By: DocuSigned by: David Bolton 3E7A6EF11DD8446... David Bolton, Risk Manager Date: 12/3/2025 | 4:45 PM PST	

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

EXHIBIT A: INSURANCE REQUIREMENTS

The PARTIES each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

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, 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.

2. **Auto Liability Coverage:** with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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 disease.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between PARTIES shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. PARTIES shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. PARTIES shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COUNTY of information regarding a perceived failure by CITY to comply with any provision of this MOU, COUNTY has the right to forward CITY a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of City's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by CITY of information regarding a perceived failure by COUNTY to comply with any provision of this MOU, CITY has the right to forward COUNTY a noticed of CITY'S intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY has the right to require the presence of COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES RELATED TO THE OPERATION OF THE SHARE CENTER AND DEVELOPMENT OF AFFORDABLE HOUSING AT 845 EAST LAUREL DRIVE IN SALINAS, CALIFORNIA

This Memorandum of Understanding ("MOU") is entered into as of this 22 day of June 2021 (the "Effective Date"), by and between the City of Salinas, a California charter city and municipal corporation (the “City”) and County of Monterey (the “County”) for the property located at 845 East Laurel Drive Salinas, California 93906 (referred to as “the Property”), presently owned by the County with reference to the following facts:

RECITALS

A. WHEREAS, in 2017, the City and County began discussions on planning for the future construction and operation of a year-round Homeless Shelter ("Shelter") and permanent supportive/transitional housing ("Housing") at 1220 Natividad Road; and

B. WHEREAS, on September 26, 2017 the Salinas City Council ("Council") and County Board of Supervisors ("BOS") executed a Memorandum of Understanding ("MOU") authorizing the opening of the Salinas Winter Warming Shelter (“Warming Shelter”) and agreed to work collaboratively toward the future construction and operation of a Shelter on the Property; and

C. WHEREAS, on March 20, 2018 the Council and BOS directed staff to proceed by formalizing an agreement establishing responsibilities between the two jurisdictions on the development of 1220 Natividad Road (housing site) and 845 East Laurel Drive APN 003-851-043-000 (shelter site); and

D. WHEREAS, on September 25, 2018, the County and City entered into a MOU for the coordination of responsibilities related to the establishment of a Shelter, Housing, and Warming Shelter and agreed to coordinate their staff to expedite the development of a Shelter and Housing and conduct the RFP process for the selection of, and negotiation of agreements with a future operator for the Shelter; and

E. WHEREAS, on May 29, 2019, the County was awarded $6,018,100 in funding through the Homeless Emergency Aid Program (“HEAP”) by the Continuum of Care for Monterey and San Benito Counties for the construction of a year-round Shelter at 845 East Laurel Drive; and

F. WHEREAS, on September 15, 2020, after the distribution of a community-wide survey, the County Board of Supervisors and Salinas City Council adopted the name of the Salinas Housing Advancement, Resources & Education Center (“SHARE Center”) for the new Shelter at 845 East Laurel Drive; and

G. WHEREAS, on October 28, 2020, the City released a Request for Proposal (“RFP”) seeking a qualified service provider to serve as the new SHARE Center operator; and

H. WHEREAS, after conducting a rating and ranking process involving a technical panel, Bay Area Community Services (“BACS”) was recommended to be the operator of the

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

SHARE Center and at a joint meeting of the County Board of Supervisors and Salinas City Council on February 9, 2021, BACS was formally selected; and

I. WHEREAS, having learned from experience gained throughout the construction of the SHARE Center, the City and County have come to agree that 845 East Laurel Drive is the preferred location for future affordable housing especially due to the completion of site preparation and utility work that would help facilitate future development; and

J. WHEREAS, the City and County desire that the proposed affordable housing development will be sited on the remaining undeveloped areas on the site with the SHARE Center, and further desire that a portion of the property adjacent to the East Laurel Drive pedestrian improvements shall be reserved for potential future recreational uses to the extent feasible without compromising the viability of the affordable housing development, and delineated in Exhibit A; and

K. WHEREAS, the City and County desire to extend the MOU and continue coordination of operations for the SHARE Center, facilitate the closure of the Warming Shelter and transition occupants to the SHARE Center, and develop affordable housing with a focus on families on the Property.

NOW, THEREFORE BE IT RESOLVED, the purpose of this Agreement is to identify roles and responsibilities between the City and the County for administration of operating the SHARE Center and developing affordable housing with a focus on families ("Housing") on the Property. The cost for the operator of the SHARE Center and related services and development of the Housing not covered by federal or state grants or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

ARTICLE 1.
ROLES AND RESPONSIBILITIES

The City and County agree to the following terms and conditions, in order to coordinate their staff to effectively operate the SHARE Center and expedite development of Housing at the Property by conducting an RFP process for the selection of, and negotiation of agreements with, a future developer. The cost for SHARE Center operations and housing not covered by federal and state grants or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

Section 1.1 Roles and Responsibilities.

A. County:

a. Subject to funding, the County shall be the Lead Agency in conducting an environmental review of the Property for Housing and the City shall be the Responsible Agency;

b. County shall maintain ownership of the Property;

c. Any future conveyance of the Property must be authorized by the County;

d. County shall devote personnel and other resources as may be reasonably required during the RFP process for selection of a future Housing Developer

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

for the Property and final approval of the RFP.

B. City of Salinas

a. Subject to funding, the City shall provide staff resources to assist and expedite permitting of facilities at the Property;

b. Subject to funding, the City shall provide staff resources and shall act as the lead project manager and facilitator during the RFP process for the selection of Housing Developer for the Property;

c. City shall devote personnel and other resources as may be reasonably required;

1. City will draft an RFP for the Housing Developer for the Property subject to County approval;
2. City will manage the RFP process;
3. City will publish and distribute the RFP for Housing Developer for the Property;
4. City will receive RFP bids and determine adequacy and completeness of RFP process;
5. City will document and maintain records associated with the RFP process;
6. City will work collaboratively with County to respond to any RFP questions, comments or appeals.

C. City and County

a. City and County shall each designate staff who shall regularly meet and coordinate in identifying and applying for funding for SHARE Center Operations, Housing development, and the closure of the Warming Shelter and jointly oversee implementation of the MOU.

b. City and County will work collaboratively to rate and rank RFPs submitted;

c. City and County shall ensure that all RFPs are reviewed in a fair and open process. The selection process will be outlined in detail in the RFP and will include input by County;

d. City and County will make a recommendation for the selection of a Housing Developer to be forwarded to BOS and Council for final approval;

e. A final distribution of related costs will be determined at a later date based on federal and state grants and other private funding available for the SHARE Center and Housing;

f. Property and environmental records, reports and studies shall be shared between the County and City as they become available;

g. Project goals will be jointly determined by the City and the County;

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

h. A community engagement strategy will be determined by the City with concurrence from the County;

i. City and County staff will continue to work together in drafting contracts for ongoing operations of the SHARE Center;

j. After the approval of the selected developer for Housing by the BOS and Council, the City shall take the lead, but continue to work with County, as owner of the Property, in negotiating and drafting an Exclusive Negotiating Agreement ("ENA") and Ground Lease (“Ground Lease”);

k. The ENA and Ground Lease must be approved by the BOS prior to entry into those agreements with the selected developer; and

l. The City and County will work together through the Lead Me Home Leadership Council in discussions on SHARE Center, Housing, and federal and state funding, and establishment of a multi-jurisdictional, philanthropic effort to implement the MOU and initiate similar efforts throughout Monterey County.

Section 1.2 Right of Entry.

The City and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the City shall:

a. repair and restore any damage it may cause;

b. indemnify, defend and hold the County and the BOS, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys’ fees and costs), with the exception of any injury or death to City staff or its consultants which may proximately arise out of the County’s or its consultants’ entry upon the Property or the investigation(s) and test(s) which the City may conduct; arising out of the negligent or intentional acts of the County or dangerous conditions on the Property for which the County should know or have known to exist, provided, however, that this indemnity shall not apply to matters arising from the results of the City’s investigations, tests and inspections (e.g., this indemnity shall not apply to any diminution in value or remediation costs incurred by the City if the County’s investigations were to discover an environmental condition that required remediation).

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance.

City and County agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental reviews and/or CEQA/NEPA analysis. Documentation of such compliance shall be made available for review by the City and County upon request.

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

Section 2.2 Administrative Amendments.

This MOU may be amended by a written administrative amendment executed by the City Manager on behalf of the City and, County Administrative Officer or Assistant County Administrative Officer on behalf of the County, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this Agreement.

Section 2.3 Term.

The term of this Agreement (the "Term") shall start as of the Effective Date and shall terminate when the Ground Lease is entered into between the County and a selected developer or when the Projects are deemed by the County and the City to be complete unless extended by a written amendment approved by the Council and BOS.

Section 2.4 Termination.

This Agreement may be terminated by either the City and County upon a written notice given thirty (30) days in advance.

Section 2.5 Warming Shelter.

a. During the Term of this MOU, the City and County will continue to work together on overseeing operations at the Warming Shelter, located at 111 West Alisal Street, Salinas, California until the SHARE Center is fully operational (open for business and transition of shelter occupants completed).

b. The parties agree to coordinate on the closure and demolition of the Warming Shelter.

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping.

a. Records to be Maintained. The City and County shall maintain all records and such records shall include but not be limited to:

   (i) Records providing a full description of each activity undertaken;

   (ii) Records required to document the solicitation and selection of a developer and operator.

   (iii) Records required by funding agencies related to implementation of the MOU.

b. Retention. The City and County shall retain all records pertinent to services performed and expenditures incurred under this Agreement for a period of one (1) year after the termination of all activities under this Agreement.

c. Property Records. The County shall supply the City with any Property related documents for City review.

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct.

a. Assignability. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party, at its sole discretion.

b. Hatch Act. The City and County agree that under this Agreement, no funds shall be provided or personnel employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. 15.

c. Conflict of Interest. The City and County each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and each covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The City and County each further agrees that in the performance of this Agreement that no person having such a financial interest shall be employed or retained by the City and County. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City and County, or of any designated public agencies or entities.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Environmental Responsibilities Generally.

The County (Lead Agency), with the City's (Responsible Agency) oversight, will carry out the Phase I and Phase II (if needed) environmental assessments of the Property in compliance with all federal and State laws and regulations, including any necessary environmental reviews and/or CEQA/NEPA analysis not otherwise specifically set forth below.

Section 5.2 Applicable Laws and Regulations.

The County and City agree to comply with the following laws and regulations insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. 7401 through 7414

b. Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and seq.).

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

terms of this Agreement, as it may apply to the provisions of this Agreement.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties.

No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Section 6.2 Notices.

Formal notices, demands and communications (other than day to day routine communications) between the City and the County shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

CITY:
City of Salinas
Attn: Megan Hunter
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Email: meganh@ci.salinas.ca.us

With a copy to: City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Email: chrisc@ci.salinas.ca.us

COUNTY:
County of Monterey
Attn: Nick Chiulos, Assistant County Administrative Officer
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
Email: chiulosn@co.monterey.ca.us

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations.

Should federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability.

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no-way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries.

There are no intended third-party beneficiaries to this Agreement.

Section 6.7 Amendments.

This MOU may not be modified, supplemented, or amended unless in writing by the parties. Any modification, supplementation, amendment, or waiver must be signed by both parties.

Section 6.8 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each party's obligations under this MOU. The City and County will keep track of any costs and may consider these costs a "contribution" to the construction and operation of the Property.

Section 6.9 No Commissions.

Each party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Property or in connection with any matters relating to this Agreement, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.10 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

under this Agreement shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.11 Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 6.12 Non-Recourse Agreement.

No member, official, employee, agent, or consultant of any party to this MOU shall be personally liable to any other party, or any successor in interest or person claiming by, through or under any party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.13 Actions by the City and County.

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the City or County, the approval, consent, authorization, or waiver of the City Manager of the City, or the Assistant County Administrative Officer of the County, shall constitute the approval, consent, authorization or waiver of the City/County without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this MOU.

.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

CITY:

CITY OF SALINAS, a municipal corporation

DocuSigned by:
By: Steven Carrigan
04399AE4491B419...
Steven S. Carrigan, City Manager

APPROVED AS TO FORM:

DocuSigned by:
By: Christopher A. Callihan
DF60UE628718445...
Christopher A. Callihan, Esq. City Attorney

COUNTY:

DocuSigned by:
By:
910D1286CA694A8...
Nicholas Chiulos, Assistant County Administrative Officer

APPROVED AS TO FORM:

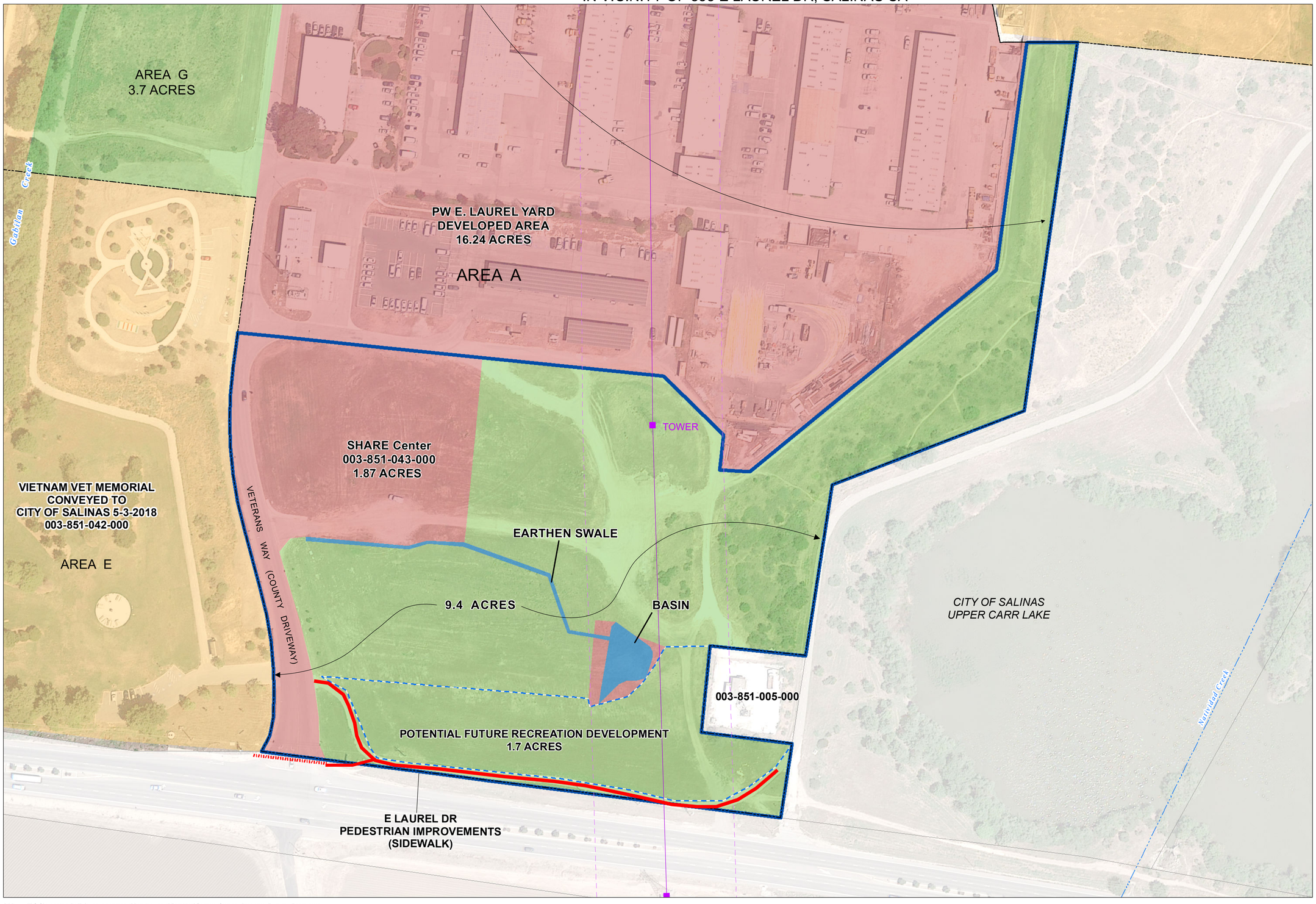
DocuSigned by:
By: Anne Brereton
44E0B3B3FBEA412...
Anne K. Brereton, Deputy County Counsel

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

EXHIBIT A

DocuSign Envelope ID: F415BB72-99C9-4EAC-887F-099B022583AC

MONTEREY COUNTY OWNED PROPERTY
IN VICINITY OF 855 E LAUREL DR, SALINAS CA



LEGEND

- County Property Boundary
- Developed County Property
- Undeveloped/Vacant County Property
- Land leased/sold to City of Salinas
- Area subject to MOU
- Assessor's Tax Parcel

*SOURCE: MONTEREY COUNTY PW- REAL PROPERTY &FACILITIES.
NOTE: COUNTY-OWNED PROPERTY WITHIN CITY OF SALINAS LIMITS.

1 INCH EQUALS 63 FEET

0 100 200 FEET

COORDINATE SYSTEM:
NAD 1983 STATEPLANE CALIFORNIA IV FIPS 0404 FEET

BASEMAP: GOOGLE ORTHOIMAGERY 6IN 2015

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS DEPARTMENT
MAP PREPARED: 6/10/2021

R:\RMA IT\GIS\Mapping DATA\Map_documents\Public Works\Facilities\County_Owned_Property_ELaurel_Zoom.mxd

Monterey County
Board of Supervisors

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

Board Order

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

1. Considered approval of a memorandum of understanding (MOU) between the County of Monterey and the City of Salinas re: coordination of responsibilities related to establishment of a homeless shelter, permanent supportive/transitional housing and a temporary warming shelter in the City of Salinas.
2. Authorized the Assistant County Administrative Officer - IGLA to sign the MOU on behalf of the County.
3. Authorized the County of Monterey to work with the City of Salinas and Continuum of Care to seek funding from the Homeless Emergency Aid Program (HEAP) for construction and operation of a homeless shelter at 855 East Laurel Drive, Salinas.
4. Authorized the County of Monterey to work with the City of Salinas and Continuum of Care to seek funding from HEAP to continue operation of the temporary warming shelter at 111 West Alisal Street, Salinas until the shelter at 855 East Laurel Drive is operational.
5. Authorized the allocation of $160,000 from General Fund contingencies to continue operation of the temporary warming shelter until March, 2019.
6. Requested that the City of Salinas participate in cost sharing related to operation of the temporary warming shelter and CEQA/Design work necessary to expedite shelter construction at 855 East Laurel Drive, Salinas.
7. Approved and authorize the Auditor-Controller to increase appropriations in the Adopted FY 18/19 Community Programs Budget 001-5010-SOC004-8258 in the amount of $160,000; financed by a decrease in appropriations in CAO-General Fund Contingencies 001-1050-8034-CAO020 (4/5ths vote required).
8. And as amended found exempt from CEQA.

PASSED AND ADOPTED on this 25th day of September 2018, by the following vote, to wit:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 25, 2018.

Dated: September 25, 2018
File ID: 18-975

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

Joel G. Pablo, Deputy

MEMORANDUM OF UNDERSTANDING RE:
COORDINATION OF RESPONSIBILITIES RELATED TO ESTABLISHMENT OF HOMELESS SHELTER, PERMANENT SUPPORTIVE/TRANSITIONAL HOUSING and, TEMPORARY WARMING SHELTER IN SALINAS, CALIFORNIA
(1220 Natividad Road and 855 East Laurel Drive, Salinas and 111 W Alisal Street, Salinas)

This Memorandum of Understanding ("MOU") is entered into as of this 25th day of September 2018 (the "Effective Date"), by and between the City of Salinas, a California charter city and municipal corporation (the "City") and County of Monterey (the "County") for the properties located at 855 East Laurel Drive ("Site 1"), and at 1220 Natividad Road ("Site 2") Salinas, California 93906 (together referred to as "the Property"), both presently owned by the County, and 111 W Alisal Street, Salinas, California 93901 ("Warming Shelter") with reference to the following facts:

RECITALS

A. WHEREAS, in 2017, the City and County began discussions on planning for the future construction and operation of a year-round Homeless Shelter ("Shelter") and Permanent Supportive/Transitional Housing ("Housing") on Site 2; and

B. WHEREAS, on September 26, 2017 the Salinas City Council ("Council") and County Board of Supervisors ("BOS") executed a Memorandum of Understanding ("MOU") authorizing the opening of the Salinas Winter Warming Shelter ("Warming Shelter") and agreed to work collaboratively toward the future construction and operation of a Shelter on the Property; and

C. WHEREAS, as part of the MOU executed on September 26, 2017 by the Council and BOS, the City and County agreed to work together to identify a developer and operator for the Shelter on Site 2 and to proceed with environmental review; and

D. WHEREAS, on March 20, 2018 the Council and BOS provided direction to staff to begin developing an agreement to identify a developer and operator for the future construction and operation of a Shelter and Housing on Site 2; and

E. WHEREAS, subsequently, Senate Bill (SB) 850, signed into law by Governor Brown in June 2018, funded the Homeless Emergency Aid Program ("HEAP"), a $500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California; and

F. WHEREAS, the counties of Monterey and San Benito, through the Continuum of Care ("CoC") are expected to receive approximately $12.5 million in HEAP funds;

G. WHEREAS, the City and the County desire to utilize HEAP and will submit a proposal to the Continuum of Care to request funding, as well as other sources of funding to develop the Shelter on Site 1 and Housing Site 2 in the City of Salinas to provide emergency shelter while focusing on providing housing to homeless constituents in need;

H. WHEREAS, the City and the County have determined and agreed that close collaboration and coordination between their respective staff to design, fund, entitle, construct, and operate ("administration of") a Shelter and Housing at the Property will maximize the available staff resources of each agency toward expediting construction of said facilities;

I. WHEREAS, the City and County agree that the target date completion of the Shelter at Site 1 is April 30, 2020 based deadline to expend HEAP funds;

J. WHEREAS, the City and County agree to extend the use of the Warming Shelter at 111 W Alisal Street, Salinas, California, or other mutually agreeable location until the Shelter at Site 1 is constructed and can be occupied.

NOW, THEREFORE BE IT RESOLVED, the purpose of this MOU is to identify roles and responsibilities between the City and the County for administration of developing a Shelter and Housing on the Property respectively and, for the overall selection of, and negotiating of agreements with, a potential future developer and operator of a Shelter and Housing on the Property. The cost for construction and operation of the Shelter and related services and development of the Housing not covered by HEAP or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

ARTICLE 1.
ROLES AND RESPONSIBILITIES

The City and County agree to the following terms and conditions, in order to coordinate their staff to effectively expedite facilitation of development of a Shelter and Housing at the Property, and conduct an RFP process for the selection of, and negotiation of agreements with a future operator for the Shelter and developer of the Housing on the Property. The cost for construction and operation of the Shelter and related services and development of the Housing not covered by HEAP or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

Section 1.1 Roles and Responsibilities.

A. County:

a. Subject to funding, the County shall provide staff resources to design, survey, entitle, and construct the Shelter not administered by third party developers;

b. Subject to funding, the County shall be the Lead Agency in conducting an environmental review of the Property and the City shall be the Responsible Agency;

c. County shall maintain ownership of the Property;

d. Any future conveyance of the Property must be authorized by the County;

e. County shall devote personnel and other resources as may be reasonably

required during the RFP process for selection of a future developer and operator for the Property and final approval of the RFP.

B. City of Salinas

a. Subject to funding, the City shall provide staff resources to assist and expedite in the permitting of facilities at the Property;

b. Subject to funding, the City shall provide staff resources and shall act as the lead project manager and facilitator during the RFP process for the selection of a Shelter Operator at Site 1 and future Housing Developer at Site 2;

c. City shall devote personnel and other resources as may be reasonably required;

1. City will draft an RFP for Shelter Operator at Site 1 and Housing Developer at Site 2 subject to County approval;
2. City will the manage the RFP process;
3. City will publish and distribute the RFP for a Shelter Operator and Housing Developer at the Property;
4. City will receive RFP bids and determine adequacy and completeness of RFP process;
5. City will document and maintain records associated with the RFP process;
6. City will work collaboratively with County to respond to any RFP questions, comments or appeals.

C. City and County

a. City and County shall each designate staff who shall regularly meet and coordinate in identifying and applying for funding for the Shelter, Housing, and Warming Shelter and jointly overseeing administering the implementation of the MOU.

b. City and County will work collaboratively to rate and rank RFPs submitted;

c. City and County shall ensure that all RFPs are reviewed in a fair and open process. The selection process will be outlined in detail in the RFP and will include input by County;

d. City and County will make a recommendation for the selection of a Shelter Operator and Housing Developer to be forwarded to BOS and Council for final approval;

e. Afinal distribution of related costs will be shared between the City and County and will be determined at a later date based on HEAP and other private funding available for the Shelter, Housing, and Warming Shelter.

f. Property and environmental records, reports and studies shall be shared

between the County and City as they become available;

g. Project goals will be jointly determined by the City and the County;

h. A community engagement strategy will be determined by the City with concurrence from the County;

i. After the approval of the selected operator by the BOS and Council, City and County staff will work together in drafting a contract for Shelter Operations;

j. After the approval of the selected developer for Housing by the BOS and Council, the City shall take the lead, but continue to work with County, as owner of the property, in negotiating and drafting an Exclusive Negotiating Agreement ("ENA") and Ground Lease ("Ground Lease");

k. The ENA and Ground Lease must be approved by the BOS prior to entry into those agreements with the selected developer, and;

l. The City and County will work together through the Lead Me Home Leadership Council in discussions on the Shelter and Housing development and operations, coordination of HEAP funding, and establishment of a multi-jurisdictional, philanthropic effort to implementation of the MOU and initiate similar efforts throughout Monterey County.

Section 1.2 Right of Entry.

The City and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this MOU. In connection with such entry and investigation, the City shall:

a. repair and restore any damage it may cause;

b. indemnify, defend and hold the County and the BOS, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs), with the exception of any injury or death to City staff or its consultants which may proximately arise out of the County's or its consultants' entry upon the Property or the investigation(s) and test(s) which the City may conduct; arising out of the negligent or intentional acts of the County or dangerous conditions on the Property for which the County should know or have known to exist, provided, however, that this indemnity shall not apply to matters arising from the results of the City's investigations, tests and inspections (e.g., this indemnity shall not apply to any diminution in value or remediation costs incurred by the City if the County's investigations were to discover an environmental condition that required remediation).

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance.

City and County agree to comply with all applicable federal, State and local laws and regulations governing public agencies. Documentation of such compliance shall be made available for review by the City and County upon request.

Section 2.2 Administrative Amendments.

This MOU may be amended by a written administrative amendment executed by the City Manager on behalf of the City and, County Administrative Officer or Assistant County Administrative Officer on behalf of the County, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this MOU.

Section 2.3 Term.

The term of this MOU (the "Term") shall start as of the Effective Date and shall terminate when the Ground Lease is entered into between the County and a selected developer or when the Shelter and Housing are deemed by the County and the City to be complete unless extended by a written amendment approved by the Council and BOS.

Section 2.4 Termination.

This MOU may be terminated by either the City and County upon a written notice given thirty (30) days in advance.

Section 2.5 Warming Shelter.

a. During the Term of this MOU, City and County will continue to work together on overseeing operations at the Warming Shelter, located at 111 W Alisal Street, Salinas, California, or other mutually agreed upon location, until the Shelter is developed and under operation (open for business).

b. The parties agree to execute a new Warming Shelter MOU with the same provisions of the terminated MOU dated September 26, 2017 except the following: 1) the timeline to operate the Warming Shelter will be extended to April 30, 2020 2) the Shelter site will be changed to reflect Site 1, and 3) the operations of the Warming Shelter will be shared between the County and City with costs to be determined at a later date..

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping.

a. Records to be Maintained. The City and County shall maintain all records and such records shall include but not be limited to:

(i) Records providing a full description of each activity undertaken;

(ii) Records required to document the solicitation and selection of a developer and operator.

(iii) Records required by funding agencies related to implementation of this MOU.

b. Retention. The City and County shall retain all records pertinent to services performed and expenditures incurred under this MOU for a period of one (1) year after the termination of all activities under this MOU.

c. Property Records. The County shall supply the City with any Property related documents for City review.

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct.

a. Assignability. Neither party shall assign or transfer any interest in this MOU without the prior written consent of the other party, at its sole discretion.

b. Hatch Act. The City and County agree that no funds be provided, nor personnel employed under this MOU, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 15.

c. Conflict of Interest. The City and County each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and each covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this MOU. The City and County each further agrees that in the performance of this MOU that no person having such a financial interest shall be employed or retained by the City and County. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City and County, or of any designated public agencies or entities.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Environmental Responsibilities Generally.

The County (Lead Agency) with the City's (Responsible Agency) oversight, will carry out the Phase I and Phase II (if needed) environmental assessments of the Property in compliance with all federal and State laws and regulations, including any necessary environmental reviews such as NEPA and/or CEQA analysis not otherwise specifically set forth below.

Section 5.2 Applicable Laws and Regulations.

The County and City agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414

b. Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and seq.).

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, et seq.. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire Agreement.

This MOU contains all the terms and conditions agreed upon by the parties.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

Section 6.2 Notices.

Formal notices, demands and communications (other than day to day routine communications) between the City and the County shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

CITY:
City of Salinas
Attn: Megan Hunter
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Email: meganh@ci.salinas.ca.us

With a copy to: City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Email: chrisc@ci.salinas.ca.us

COUNTY:
Nicholas Chiulos
Assistant County Administrative Officer
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations.

Should federal or State regulations touching upon this MOUbe adopted, amended or revised during the term hereof, this MOUis subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability.

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no-way define, limit, extend or describe the scope of this MOUor any provision thereof.

Section 6.6 No Third-Party Beneficiaries.

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments.

This MOUmay not be modified, supplemented, or amended unless in writing by the parties. Any modification, supplementation, amendment, or waiver must be signed by both parties.

Section 6.8 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance

of each party's obligations under this MOU. The City and County will keep track of any costs and may consider these costs a "contribution" to the construction and operation of the Property.

Section 6.9 No Commissions.

Each party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Property or in connection with any matters relating to this MOU, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.10 Governing Law; Venue.

This MOU shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.11 Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 6.12 Non-Recourse Agreement.

No member, official, employee, agent, or consultant of any party to this MOU shall be personally liable to any other party, or any successor in interest or person claiming by, through or under any party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of thisMOU.

Section 6.13 Actions by the City and County.

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the City or County, the approval, consent, authorization, or waiver of the City Manager of the City, or the Assistant County Administrative Officer of the County, shall constitute the approval, consent, authorization or waiver of the City/County without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of thisMOU.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

CITY:

CITY OF SALINAS, a municipal corporation

By:_____
Ray E. Corpuz, Jr, City Manager

APPROVED AS TO FORM:

By:_____
Christopher A. Callihan, Esq. City Attorney

COUNTY:

By:_____
Nicholas Chiulos, Assistant County Administrative Officer

APPROVED AS TO FORM:

By:_____
Anne K. Brereton, Deputy County Counsel

End of Document

County of Monterey

Board Report

Legistar File Number: 26-001

Item No.26

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

January 13, 2026

Introduced: 12/16/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 1 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's mobile ballot printer and redundancy back-up voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2020 through December 31, 2031 and adding $67,247 for a revised aggregate total amount not to exceed $95,928.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 1 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's mobile ballot printer and redundancy back-up voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2020 through December 31, 2031 and adding $67,247 for a revised aggregate total amount not to exceed $95,928.

SUMMARY
The Elections Department is requesting to extend the software, maintenance and support services for the Department's mobile ballot printer and add the emergency redundant voting equipment with Liberty Vote Inc., (the Vendor) through Amendment 1 effective upon approval.

DISCUSSION:
In 2020, the Department obtained grant funding to purchase mobile ballot printing equipment and licenses to provide ballots to voters and create a safeguard for ballot supply levels during the early voting period through Election Day. The Agreement's non-standard terms and conditions were approved by the Board in 2020.

In 2025, the Department utilized a security grant to procure back-up redundancy voting equipment. This equipment serves as a contingency for the current tabulation system, ensuring continuity of operations in the event of displacement from the central count location. The equipment will facilitate continued vote counting as required by law.

To maintain cost-effectiveness and operational efficiency, the Department must retain this vendor for maintenance and software support. The equipment is critical to the processing and printing of ballots, ensuring integrity, reliability and proven election-tested performance for both past and future elections.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form and by the Auditor-Controller regarding fiscal provisions.

FINANCING:
Funding for this agreement is incorporated into Elections FY 2025-26 budget. Funding for subsequent years will be incorporated into future budgets with portions of the cost to be allocated to jurisdictions during an election.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Attachment A - Liberty Vote USA Inc. Mobile Ballot Amendment 1
Attachment B - Original Agreement

Introduced: 12/16/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 1 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's mobile ballot printer and redundancy back-up voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2020 through December 31, 2031 and adding $67,247 for a revised aggregate total amount not to exceed $95,928.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 1 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's mobile ballot printer and redundancy back-up voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2020 through December 31, 2031 and adding $67,247 for a revised aggregate total amount not to exceed $95,928.

SUMMARY
The Elections Department is requesting to extend the software, maintenance and support services for the Department's mobile ballot printer and add the emergency redundant voting equipment with Liberty Vote Inc., (the Vendor) through Amendment 1 effective upon approval.

DISCUSSION:
In 2020, the Department obtained grant funding to purchase mobile ballot printing equipment and licenses to provide ballots to voters and create a safeguard for ballot supply levels during the early voting period through Election Day. The Agreement's non-standard terms and conditions were approved by the Board in 2020.

In 2025, the Department utilized a security grant to procure back-up redundancy voting equipment. This equipment serves as a contingency for the current tabulation system, ensuring continuity of operations in the event of displacement from the central count location. The equipment will facilitate continued vote counting as required by law.

To maintain cost-effectiveness and operational efficiency, the Department must retain this vendor for

maintenance and software support. The equipment is critical to the processing and printing of ballots, ensuring integrity, reliability and proven election-tested performance for both past and future elections.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form and by the Auditor-Controller regarding fiscal provisions.

FINANCING:
Funding for this agreement is incorporated into Elections FY 2025-26 budget. Funding for subsequent years will be incorporated into future budgets with portions of the cost to be allocated to jurisdictions during an election.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Attachment A - Liberty Vote USA Inc. Mobile Ballot Amendment 1
Attachment B - Original Agreement

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT A- 14961 BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA, INC. FOR MOBILE BALLOT PRINTING SYSTEM AND LICENSES

THIS RENEWAL AND AMENDMENT NO. 1 to Agreement A-14961, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Liberty Vote USA, Inc., (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement A-14961, with the County on October 12, 2020, (hereinafter, "Agreement") to provide the County with a mobile ballot printing system and licenses, through December 31, 2025, for an amount not to exceed $28,681; and

WHEREAS, Dominion Voting Systems, Inc. was bought and a formal and legal name change was entered into changing the name to Liberty Vote USA, Inc., on or about October 17, 2025, but the Tax ID remained the same;

WHEREAS, the original agreement will expire on December 31, 2025, and the parties wish to extend and renew the Agreement for six years, for an aggregate term of October 12, 2020 through December 31, 2031, and continue services for the Mobile Ballot Printer software and warranties, to add money to the Agreement to cover the additional term of six (6) years at $67,247, for an aggregate total amount of $95,928, and retroactively document within the Agreement previously purchased items in Exhibit A-1 from May 1, 2025;

NOW THEREFORE, County and CONTRACTOR agree:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is hereby renewed and amended to read:

   "Term of Agreement. The term of this Agreement shall begin on October 12, 2020, and shall continue until December 31, 2031, unless sooner terminated as provided herein."

3. **Amendment of Paragraph 1.** Paragraph 1 of the Agreement is hereby renewed and amended to read:

   "The total compensation payable under this agreement shall be in accordance with the item prices incorporated within the Exhibit A-1 attached hereto under pricing and payment summary."

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

4. **Addition of Exhibit A-1**. Exhibit A-1, attached hereto and incorporated by this reference, is added to the Agreement immediately following Exhibit A. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibit A and Exhibit A-1."
5. **Amendment of Exhibit A**. All references to annual license and warranty payments due after the First Amendment Effective Date are hereby deleted from Exhibit A. All ongoing annual license and warranty payments due after the First Renewal and Amendment Effective Date are now listed in Exhibit A-1.
6. **All Other Terms.** Except as expressly amended in this Renewal and Amendment No. 1, all other Agreement terms shall remain in full force and effect.

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 to the Agreement to be effective as of the Amendment No. 1 Effective Date.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46004E5DE63480...
County Counsel

Date: 12/15/2025 | 3:12 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller

Date: 12/16/2025 | 10:52 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

LIBERTY VOTE USA INC

_____
Contractor/Business Name *

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

Scott Leiendecker, President & CEO
Name and Title

Date: 12/15/2025

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

Michael McGee, CFO
Name and Title

Date: 12/15/2025

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

EXHIBIT A-1

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND COUNTY OF MONTEREY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

PRODUCT DESCRIPTION

In May 2025, County purchased the following equipment, subject to all terms and conditions of this Agreement. Payment was made in full prior to the First Amendment Effective Date.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
ImageCast Central Kit – G2140	2	Previously Paid	Previously Paid
Ballot Marking Device Printer	1	Previously Paid	Previously Paid
EMS Standard Server Kit	1	Previously Paid	Previously Paid
EMS Client Workstation Kit	1	Previously Paid	Previously Paid
EMS Adjudication Workstation Kit	1	Previously Paid	Previously Paid
Mini Server Rack – 12U	1	Previously Paid	Previously Paid
Smart UPS 1500	1	Previously Paid	Previously Paid

ANNUAL FEES

Annual Fees shall commence on January 01, 2026.

DESCRIPTION[2]	QTY	UNIT PRICE	EXTENSION

Term: Jan 1, 2026 - Dec 31 2026			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,001.57	$ 1,001.57
Mobile Ballot Printing Hardware Warranty Fee	2	$ 469.49	$ 938.98
ImageCast Central License Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	$ 1,716.67	$ 3,433.34
ImageCast Central Warranty Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	$ 1,000.00	$ 2,000.00
Total:			**$ 7,373.89**
Sales Tax at 9.25% Rate:			$ 410.23
Total with Sales Tax:			**$ 7,784.12**

Term: Jan 1, 2027 - Dec 31 2027			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,051.65	$ 1,051.65
Mobile Ballot Printing Hardware Warranty Fee	2	$ 492.96	$ 985.92
ImageCast Central License Fee - G2140	2	$ 2,575.00	$ 5,150.00
ImageCast Central Warranty Fee - G2140	2	$ 1,500.00	$ 3,000.00
Total:			**$ 10,187.57**
Sales Tax at 9.25% Rate:			$ 573.65
Total with Sales Tax:			**$ 10,761.22**

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

Term: Jan 1, 2028 - Dec 31 2028			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,104.23	$ 1,104.23
Mobile Ballot Printing Hardware Warranty Fee	2	$ 517.61	$ 1,035.22
ImageCast Central License Fee - G2140	2	$ 2,703.75	$ 5,407.50
ImageCast Central Warranty Fee - G2140	2	$ 1,575.00	$ 3,150.00
Total:			**$ 10,696.95**
Sales Tax at 9.25% Rate:			$ 602.34
Total with Sales Tax:			**$ 11,299.29**

Term: Jan 1, 2029 - Dec 31 2029			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,159.44	$ 1,159.44
Mobile Ballot Printing Hardware Warranty Fee	2	$ 543.49	$ 1,086.98
ImageCast Central License Fee - G2140	2	$ 2,838.94	$ 5,677.88
ImageCast Central Warranty Fee - G2140	2	$ 1,653.75	$ 3,307.50
Total:			**$ 11,231.80**
Sales Tax at 9.25% Rate:			$ 632.45
Total with Sales Tax:			**$ 11,864.25**

Term: Jan 1, 2030 - Dec 31 2030			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,217.41	$ 1,217.41
Mobile Ballot Printing Hardware Warranty Fee	2	$ 570.66	$ 1,141.32
ImageCast Central License Fee - G2140	2	$ 2,980.89	$ 5,961.78
ImageCast Central Warranty Fee - G2140	2	$ 1,736.44	$ 3,472.88
Total:			**$ 11,793.39**
Sales Tax at 9.25% Rate:			$ 664.08
Total with Sales Tax:			**$ 12,457.47**

Term: Jan 1, 2031 - Dec 31 2031			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,278.28	$ 1,278.28
Mobile Ballot Printing Hardware Warranty Fee	2	$ 599.19	$ 1,198.38
ImageCast Central License Fee - G2140	2	$ 3,129.93	$ 6,259.86
ImageCast Central Warranty Fee - G2140	2	$ 1,823.26	$ 3,646.52
Total:			**$ 12,383.04**
Sales Tax at 9.25% Rate:			$ 697.28
Total with Sales Tax:			**$ 13,080.32**

[2] To the extent this Agreement is extended beyond December 31, 2031, commencing with the January 1, 2032, invoicing of Annual Fees, and each year thereafter, CONTRACTOR reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.

1. **Payment Schedule** - CONTRACTOR shall provide invoices to County as described below. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a certified invoice in the Office of the Auditor-Controller. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by CONTRACTOR) shall be paid by CONTRACTOR or included in the amounts listed above.

Payment #	Payment Description	Invoice Date	Amount
1	License and Warranty	01/1/2026	$7,784.12

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

2	License and Warranty	01/01/2027	$10,761.22
3	License and Warranty	01/01/2028	$11,299.29
4	License and Warranty	01/01/2029	$11,864.25
5	License and Warranty	01/01/2030	$12,457.47
6	License and Warranty	01/01/3031	$13,080.32

The total amount payable by County to CONTRACTOR under this Renewal and Amendment shall not exceed the sum of $67,247.

2. Product Description

2.1. ***Ongoing telephone support***. Telephone support shall be available for County during the Term of the Agreement at no additional costs.

2.2. ***Travel and Expenses included.*** All costs of CONTRACTOR transportation, lodging and meal expenses are included within this Agreement throughout the Agreement Term.

2.3. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current CONTRACTOR list price.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

MOBILE BALLOT PRINTING SYSTEM AND LICENSE AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND THE COUNTY OF MONTEREY

This Mobile Ballot Printing System and License Agreement ("Agreement"), dated August 1, 2020 (the "Effective Date"), is made by and between the County of Monterey (the "Customer"), and Dominion Voting Systems, Inc. ("Dominion"). This Agreement may refer to Dominion and Customer together as the "Parties" or may refer to Dominion or Customer individually as a "Party."

WHEREAS, Customer desires to purchase a mobile ballot printing system, licenses and related services from Dominion; and

WHEREAS, Dominion designs, licenses, and provides services for its mobile ballot printing systems and is willing and able to provide a such system and licenses to Customer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish the System (as defined herein) to Customer.

1. Composition of Agreement. Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Exhibit A attached hereto (Pricing and Payment Summary).

Exhibit A: Pricing Summary and Deliverables Description
Exhibit B: Software License Terms and Conditions

2. Definitions. For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" (and any variations thereof) means the successful completion by Customer of the Acceptance testing performed on each component of Dominion Hardware and Software, after delivery, in accordance with testing criteria developed and agreed to by the Parties, or the occurrence of other events defined in Section 8.

2.2. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information of a Party (the "Disclosing Party") maintained as trade secrets or confidential and which are disclosed to a another Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes, without limitation, Dominion Software and associated documentation.

2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.

2.4. "Dominion Software" means software programs licensed to Customer by Dominion and any associated documentation as more specifically described in Exhibit A.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

2.5. "Election" means a single election event administered by Customer including any absentee, early or vote-by-mail voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event including, without limitation, run-offs or recall and replacement elections. Any follow-on event shall be considered an Election in and of itself.

2.6. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.

2.7. "License" has the meaning set forth in Section 7.

2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

2.9. "Third Party Software" means manufacturer supplied software, owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers and report writing subroutines.

3. Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2025, unless sooner terminated as provided herein (the "Term").

4. Dominion's Responsibilities. Dominion shall:

4.1. Deliver to Customer the System and services as described in Exhibit A - Pricing Summary and Deliverables Description.

4.2. Provide Customer with a Dominion Software use License as described in Exhibit B - Software License Terms and Conditions.

4.3. Assist in the Acceptance testing process as required by Section 8 herein.

4.4. Provide Customer with one (1) reproducible electronic copy of the Dominion California Use Procedures, product manuals, and user guides.

4.5. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.

5.1.2. Payments specified in Exhibit A are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which (other than income taxes) shall be reimbursed by Customer. If Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.

5.2. Conduct Acceptance testing process as required by Section 8.

6. Title and Risk of Loss.

6.1. Title to the System. Title to the System, or any portion thereof, excluding Dominion Software and Third Party Software, will pass to Customer upon delivery.

6.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates thereto, shall remain the property of Dominion or any third party that owns such other software.

6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within twenty (20) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and Customer shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

7.1. License. Upon mutual execution of this Agreement, Dominion grants to Customer, and Customer accepts, a non-exclusive, non-transferable license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms and Conditions attached hereto as Exhibit B.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license agreements by Customer's first use of the System, not including any payment terms and conditions.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

8. Acceptance.

8.1. Dominion Software or Dominion Hardware Testing. After delivery of Dominion Software or Dominion Hardware, Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and updated, from time to time, by Dominion and Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of such Dominion Software or Dominion Hardware.

8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsection 8.1, upon completing the installation of the System, Customer will conduct System Acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Dominion and Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided Acceptance criteria agreed upon by Customer, Customer will notify Dominion in writing within five (5) business days. In such event, Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.

8.4 System Conformance. Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set forth in the System documentation if such failure is in a manner that does not materially affect the overall performance of the System, in whole or in part, but Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

9. Warranties.

9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms and Conditions.

9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.

9.3. Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any annual warranty period.

9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement's Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to the requested inspections date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period at its sole cost. If Customer requests any maintenance prior to or after the scheduled PM, those additional on-site services will be available at Dominion's then current time and material rates. Regardless of whether services are provided during the scheduled PM or outside of the scheduled PM, there are no charges for parts covered by this warranty.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion; and

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

10. Insurance.

10.1 Dominion hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to Customer and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

Insurance	**Minimum Limit**
Umbrella Liability	$5 million per occurrence
Professional Liability	$5 million per occurrence $10 million aggregate
Worker's Compensation	Statutory
Employers Liability	$1 million
Commercial General	
• Personal/Bodily Injury	$2 million per occurrence $5 million aggregate
• Property Damage	$2 million per occurrence $5 million aggregate
Commercial Automobile Liability (non-owned vehicles)	
• Bodily Injury/Property Damage	$2 million combined single limit per occurrence

10.2. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements, naming the Customer as additional insured, will be provided by Dominion to the Customer.

11. Indemnification. Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) resulting from third party claims, suits or actions arising out of a) any infringement, violation, or misappropriation a third party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights or b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to the negligence or misconduct of Dominion.

12. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION,

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Confidential Information.

13.1. Each Party shall treat the other Party's Confidential Information as confidential within its respective organization and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

13.2. Subject to the requirements of Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside its respective organization unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

13.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Customer. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, Customer may release the requested information on or after the date so specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

14. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of Customer but with written notice to Customer.

15. Termination.

15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein,

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the violation identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the violation as soon as practicable.

15.2 For Non-Appropriation of Funds. Customer shall not be obligated for payments hereunder for any future fiscal year unless or until Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. If funds are not appropriated, then this Agreement may be terminated by Customer at the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by Customer under this Section 15.2 shall not constitute a breach of this Agreement by Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. If Customer notifies Dominion that sufficient funds have not been appropriated or if sufficient funds have not been appropriated to compensate Dominion in accordance with the payment terms of this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this Section 15.2 shall not constitute a breach of this Agreement by Dominion.

16. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the extent permitted by law.

17. Survival. The provisions of Sections 2, 9, 11, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of California, and only courts of competent jurisdiction located in the State of California will have jurisdiction to hear and determine disputes under or questions relating to this Agreement.

19. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. Force Majeure. Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement,

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; natural disasters; pandemics; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

21. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for Customer and are not employees of Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of Customer as a result of Customer's entering into this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

22. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when delivered personally or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to Customer:

Monterey County Elections
1441 Schilling Place – North Building
Salinas, CA 93901

23. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

24. Entire Agreement. This Agreement and its Exhibits, which are incorporated herein by this reference, constitute the entire agreement, understanding and representations between Dominion and Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Customer and Dominion, and must thereafter be incorporated as an addendum or amendment hereto.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

John Poulos
PRINTED NAME

President & CEO
TITLE

06/23/2020
DATE

COUNTY OF MONTEREY

DocuSigned by:
Michael R. Derr
367942E6F649429...

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

10/12/2020 | 7:35 PM PDT

DATE

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

EXHIBIT A
TO THE MOBILE BALLOT PRINTING SYSTEM AND LICENSE AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND THE COUNTY OF MONTEREY

PRICING AND PAYMENT SUMMARY

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
In-Person Voting Solution: Polling Location Hardware			
Mobile Ballot Printing (MBP) Kit Oki Data C712 includes: MBP printer, dell laptop, cables	2	$ 5,800.00	$ 11,600.00
Mobile Ballot Printing Software Application License	1	$ 4,000.00	$ 4,000.00
Training per day	1	$ 2,000.00	$ 2,000.00
Purchase Total:			**$ 17,600.00**

ANNUAL FEES

ANNUAL LICENSE FEE*			
Mobile Ballot Printing License Fee	1	$ 800.00	$ 800.00
Mobile Ballot Printing Hardware Warranty Fee	2	$ 375.00	$ 750.00
Annul Fees Total:			**$ 1,550.00**

2. **Payment Schedule** - Dominion shall provide invoices to Customer as described below. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Dominion) shall be reimbursed by Customer.

ID	Payment Invoice Detail	Payment Amount
1	System Acceptance	**$ 17,600.00**
2	Annual Fees*	**$ 1,550.00**

* Beginning August 1, 2021 and each year thereafter, Dominion reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and Customer to which it is attached.

1. Definitions. Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means Customer, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software, as the term is defined in the Agreement.

1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributers and provided by Licensor hereunder.

2. License Terms.

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. Intellectual Property Infringement Indemnification. If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to Section 15.4 of the Agreement. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

3. Payment. In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

4. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. Return of Software. Upon termination or expiration of this Agreement, Licensee shall forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

7. Warranties. The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

7.3 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

DocuSign Envelope ID: F281EBF8-8FA7-493E-A8C2-E815AD4C5C16

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions. For the purposes of this Agreement, the following are defined terms:

1.1. "Derivative Works" means any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i) any commercial or non-commercial printer
(ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Introduced: 12/16/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 3 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's leased voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2017 through December 31, 2031 and adding $1,756,774 for a revised total amount not to exceed $4,247,957.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 3 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's leased voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2017 through December 31, 2031 and adding $1,756,774 for a revised total amount not to exceed $4,247,957.

SUMMARY:
The Elections Department has an existing Managed Service Agreement with Liberty Vote USA Inc., (the Vendor), formerly named Dominion Voting Systems Inc., for hardware, software, maintenance and support services for the Department's eight ImageCast central tabulation scanners, along with 157 Americans with Disabilities Act (ADA) compliant ballot marking devices with power supplies and voting booths. The hardware and software constitute a voting system which enables accessible voting and facilitates the Department's ability to tabulate votes during an election.

DISCUSSION:
The proposed Amendment would extend the term of the lease agreement for six (6) additional years for maintenance, required software and licenses, election support services, testing and staff system training. The voting system provides human readable scans of ballots, tallies ballots, supports transparent adjudication, facilitates a cost-efficient escalated manual tally, and provides aggregated results reporting. The Agreement's non-standard terms and conditions were approved by the Board in 2017.

In March 2025, the Secretary of State approved the Vendor's Democracy Suite 5.19 voting system hardware and software to meet new performance and security requirements. With this new

certification, the Vendor upgraded the ImageCast scanners, accessible ballot marking devices and supporting hardware to meet more stringent state and federal compliance requirements and to better support election management systems.

Tandem to the Department's leased equipment, the Department purchased two separate components to ensure continuity of operations in election administration. The first component is the Ballot on Demand system (BoD), which ensures adequate ballot supply for in-person voting. The BoD system was purchased with previous state grant monies. In addition, a redundant vote counting system was purchased via security grant funds. This system is designed to ensure uninterrupted Department operations related to tabulation. This Amendment will align the leased equipment with the life of the grant-funded equipment and ensures efficiencies in preparation for the upcoming election cycle. The Department intends to pursue a Request for Proposal at the end of the contract.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form and by the Auditor-Controller regarding fiscal provisions.

FINANCING:
Funding for this agreement is incorporated into Elections FY 2025-26 budget. The extension of this amendment would decrease payment in FY 2026-27 by $75,383.75, as the original cost of the licenses would be paid, and the remaining cost would be for the new equipment, license and warranty.

Funding for subsequent years will be incorporated into future budgets with portions of the cost to be allocated to jurisdictions during an election.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:

Attachment A - Liberty Vote Lease Amendment 3
Attachment B - Amendment 2
Attachment C - Amendment 1
Attachment D - Agreement No. 13733

Introduced: 12/16/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 3 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's leased voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2017 through December 31, 2031 and adding $1,756,774 for a revised total amount not to exceed $4,247,957.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 3 with Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., to provide equipment maintenance, software updates and support services for the Elections Department's leased voting equipment, extending the agreement for six (6) additional years for the term retroactive to January 1, 2026 to December 31, 2031 for a revised full agreement term of August 1, 2017 through December 31, 2031 and adding $1,756,774 for a revised total amount not to exceed $4,247,957.

SUMMARY:
The Elections Department has an existing Managed Service Agreement with Liberty Vote USA Inc., (the Vendor), formerly named Dominion Voting Systems Inc., for hardware, software, maintenance and support services for the Department's eight ImageCast central tabulation scanners, along with 157 Americans with Disabilities Act (ADA) compliant ballot marking devices with power supplies and voting booths. The hardware and software constitute a voting system which enables accessible voting and facilitates the Department's ability to tabulate votes during an election.

DISCUSSION:
The proposed Amendment would extend the term of the lease agreement for six (6) additional years for maintenance, required software and licenses, election support services, testing and staff system training. The voting system provides human readable scans of ballots, tallies ballots, supports transparent adjudication, facilitates a cost-efficient escalated manual tally, and provides aggregated results reporting. The Agreement's non-standard terms and conditions were approved by the Board in 2017.

In March 2025, the Secretary of State approved the Vendor's Democracy Suite 5.19 voting system hardware and software to meet new performance and security requirements. With this new certification, the Vendor upgraded the ImageCast scanners, accessible ballot marking devices and

supporting hardware to meet more stringent state and federal compliance requirements and to better support election management systems.

Tandem to the Department's leased equipment, the Department purchased two separate components to ensure continuity of operations in election administration. The first component is the Ballot on Demand system (BoD), which ensures adequate ballot supply for in-person voting. The BoD system was purchased with previous state grant monies. In addition, a redundant vote counting system was purchased via security grant funds. This system is designed to ensure uninterrupted Department operations related to tabulation. This Amendment will align the leased equipment with the life of the grant-funded equipment and ensures efficiencies in preparation for the upcoming election cycle. The Department intends to pursue a Request for Proposal at the end of the contract.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form and by the Auditor-Controller regarding fiscal provisions.

FINANCING:
Funding for this agreement is incorporated into Elections FY 2025-26 budget. The extension of this amendment would decrease payment in FY 2026-27 by $75,383.75, as the original cost of the licenses would be paid, and the remaining cost would be for the new equipment, license and warranty.

Funding for subsequent years will be incorporated into future budgets with portions of the cost to be allocated to jurisdictions during an election.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Attachment A - Liberty Vote Lease Amendment 3

Attachment B - Amendment 2
Attachment C - Amendment 1
Attachment D - Agreement No. 13733

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

RENEWAL AND AMENDMENT NO. 3 TO STANDARD AGREEMENT A-13733 BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA INC.

THIS RENEWAL and AMENDMENT NO. 3 to Standard Agreement A-13733, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Liberty Vote USA Inc.,formerly named Dominion Voting Systems Inc., (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-13733, with the County on August 1, 2017, (hereinafter, "Agreement") to provide the County with leased voting equipment and provide support deliverables through December 31, 2023, for an amount not to exceed $1,239,319.70; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1 to the Agreement on October 22, 2019, to extend the term two (2) additional years through December 31, 2025, for an aggregate term of August 1, 2017, through December 31, 2025, and increase the amount by $1,099,634.31 for an aggregate total amount not to exceed of $2,338,954.01; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 2 to the Agreement to increase the amount by $152,229 for an aggregate total amount not to exceed of $2,491,183, to allow CONTRACTOR to continue to provide services without changes to the term; and

WHEREAS, Dominion Voting Systems, Inc. was bought and a formal and legal name change was entered into changing the name to Liberty Vote USA Inc., on or about October 17, 2025, but the Tax ID remained the same;

WHEREAS, the agreement expired on December 31, 2025, and the County and CONTRACTOR wish to continue the agreement and enter into Renewal and Amendment No. 3 to the Agreement to extend the term six (6) additional years through December 31, 2031, for an aggregate term of August 1, 2017, through December 31, 2031, and to increase the amount by $1,756,774, for an aggregate total amount not to exceed of $4,247,957, to allow CONTRACTOR to continue to provide services; and

WHEREAS, in Renewal and Amendment No. 3, the parties negotiated additions and revisions to the payment terms, termination terms, warranty and termination terms, on the original agreement as set forth below and in Exhibit A-1.

NOW THEREFORE, County and CONTRACTOR agree:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. PAYMENT BY COUNTY shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Pricing Summary**

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

and Deliverables Description Exhibit A-1 in Renewal and Amendment No. 3 attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $4,247,957."

3. Amendment of Paragraph 3. Paragraph 3 of the Agreement is amended to read as follows:

2. Term of Agreement shall be amended to the following: "The term of this Agreement is from August 1, 2017, to December 31, 2031, unless sooner terminated pursuant to the terms of this Agreement."

4. Amendment of Paragraph 9. Paragraph 9 of the Agreement is amended to read as follows:

9. Warranties

9.1. CONTRACTOR Software Warranty. The CONTRACTOR Software warranty is subject to the terms and conditions of Exhibit B – Software Terms and Conditions.

9.2. Third Party Products. The warranties in this Section 9 do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, CONTRACTOR shall pass through to County all warranties such manufacturers make to CONTRACTOR regarding the operation of third party products.

9.3. CONTRACTOR Hardware Warranty. CONTRACTOR warrants that when used with the hardware and software configuration purchased through or approved by CONTRACTOR, each component of CONTRACTOR Hardware will be free of defects that would prevent the CONTRACTOR Hardware from operating in conformity in all material respects with its specifications as documented by CONTRACTOR. The CONTRACTOR Hardware Warranty shall remain in effect during the Term of this Agreement.

9.4. CONTRACTOR Hardware Warranty Conditions. CONTRACTOR offers the following hardware warranty services, subject to the conditions listed herein.

9.4.1. If any CONTRACTOR Hardware component fails to operate in conformity with its specifications during the warranty period, CONTRACTOR shall provide a replacement for the CONTRACTOR Hardware component or, at CONTRACTOR sole option, shall repair the CONTRACTOR Hardware component, so long as the CONTRACTOR Hardware is operated with its designated CONTRACTOR Software and with third party products

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

approved by CONTRACTOR for use with the CONTRACTOR Hardware.

9.4.1.1. On-Site Warranty Services.

9.4.1.1.1. CONTRACTOR shall perform one (1) on-site Preventative Maintenance Inspection every four years on CONTRACTOR Hardware during the Agreement Term. The preventative maintenance inspection shall occur at a time mutually agreed upon by the Parties. The Parties agree that the preventative maintenance shall be scheduled at least ninety (90) days prior to the requested maintenance date.

9.4.1.1.2. CONTRACTOR shall conduct one (1) Customer Site Visit, during which CONTRACTOR will perform warranty services on any Customer equipment. To the extent any equipment cannot be performed on-site, the equipment will be shipped back to CONTRACTOR for repair or replacement. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.1.2. Off-Site Warranty Services.

9.4.1.2.1. If warranty services are required outside the Preventative Maintenance Inspection or CONTRACTOR Site Visits described above, County may ship any malfunctioning hardware to CONTRACTOR for warranty services. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component CONTRACTOR and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.2. The following services are not covered by this Agreement, but may be available at CONTRACTOR current time and materials rates:

9.4.2.1. Replacement of consumable items, including but not limited to batteries, paper rolls, ribbons, seals, smart

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

cards, and removable memory devices, scanner rollers, disks, etc.; or

9.4.2.2. Repair or replacement of CONTRACTOR Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage.

9.4.2.3. Repair or replacement of CONTRACTOR Hardware modified by any person other than those authorized in writing by CONTRACTOR; or

9.4.2.4. Repair or replacement of CONTRACTOR Hardware from which the serial numbers have been removed, defaced, or changed.

9.5. No Other Warranties. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDIGN ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

5. Replacement of Exhibit A. Exhibit A-1, attached hereto and incorporated herein by this reference, hereby replaces Exhibit A in its entirety. All references in the Agreement to "Exhibit A" are hereby replaced with references to "Exhibit A-1."

TERMINATION CLAUSE: During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to Liberty Vote 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.

6. All Other Terms.

1. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL and AMENDMENT and shall continue in full force and effect as set forth in the Agreement.

2. A copy of this Renewal and Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 3, to the Agreement to be effective as of the Renewal and Amendment No. 3 Effective Date.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46091E5DE63489...
County Counsel
Date: 12/15/2025 | 3:49 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF04E57454F0...
Auditor/Controller
Date: 12/16/2025 | 11:09 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

LIBERTY VOTE USA INC

_____
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)
Scott Leiendecker, President
Name and Title
Date: 12/12/2025

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Michael McGee, EVP & CFO
Name and Title
Date: 12/12/2025

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

EXHIBIT A-1

EXHIBIT A-1 TO RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT A-13733, BY AND BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTING USA INC., FOR VOTING SYSTEM AND MANAGED SERVICES

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverables Summary. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the County at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the County's state, may be substituted by Liberty Vote USA Inc. ("CONTRACTOR").

DESCRIPTION	QTY
Election Management Software	
Democracy Suite	1
ImageCast Adjudication	1
In-Person Voting: Polling Location Hardware	
ImageCast X BMD Kit 21"	157
Ballot Marking Device Printer Kit (HP M404DN) + Extender Tray	157
Transport Bag/Sleeve for Extended Tray	157
Universal Power Supply (UPS)	145
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Kit (G2140)	8
Workstation - Precision	8
ImageCast Central (ICC) Scanner - G2140	8
Election Management Hardware	
EMS Standard Server Kit	4
EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	8
Support Services and Training	
On-Site Services - Non-Election Day (/day)	1
Training	
Training (/day)	1

Annual License	
ImageCast Central Annual Firmware License - G2140	8
ImageCast X BMD 21"	157
Democracy Suite	1
ImageCast Adjudication	1
Annual Warranties	
ImageCast X BMD 21"	157
ImageCast Central Annual Hardware Warranty	8

As of Renewal and Amendment No. 3 Effective Date, County is in possession of the following

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

equipment, which will not be included in this Agreement following the Effective Date of Renewal and Amendment No. 3. CONTRACTOR will pick up and remove this equipment at its own expense.

DESCRIPTION	QTY
Democracy Suite EMS Standard Server Configuration Kit	3
EMS Client Workstation Configuration Kit	3
Adjudication Workstation Kit	6
ImageCast Central (ICC) Scanner – 1130	8

1.1 **Pricing Summary**. The County has selected the managed services option, instead of an outright purchase.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual County payments. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. All payments shall be made is in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	Effective Date	12/31/2018	Effective Date	$189,064.79	$10,928.70	$199,993.49
2	01/01/2019	12/31/2019	01/01/2019	$189,064.79	$10,928.70	$199,993.49
3	01/01/2020	12/31/2020	01/01/2020	$323,161.17	$21,154.82	$344,315.99
4	01/01/2021	12/31/2021	01/01/2021	$323,161.17	$21,154.82	$344,315.99
5	01/01/2022	12/31/2022	01/01/2022	$323,161.17	$21,154.82	$344,315.99
6	01/01/2023	12/31/2023	01/01/2023	$323,161.17	$21,154.82	$344,315.99
7	01/01/2024	12/31/2024	01/01/2024	$323,161.17	$23,810.72	$346,971.89
8	01/01/2025	12/31/2025	01/01/2025	$323,161.17	$23,810.72	$346,971.89
9	01/01/2026	12/31/2026	01/01/2026	$ 248,652.53	$ 22,935.61	$ 271,588.14
10	01/01/2027	12/31/2027	01/01/2027	$ 256,112.10	$ 23,625.62	$ 279,737.72
11	01/01/2028	12/31/2028	01/01/2028	$ 263,795.46	$ 24,336.33	$ 288,131.79
12	01/01/2029	12/31/2029	01/01/2029	$ 271,709.33	$ 25,068.36	$ 296,777.69
13	01/01/2030	12/31/2030	01/01/2030	$ 279,860.61	$ 25,822.36	$ 305,682.97
14	01/01/2031	12/31/2031	01/01/2031	$ 288,256.43	$ 26,598.97	$ 314,855.40

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

2. Product Description

2.1 ***Ongoing telephone support***. Telephone support shall be available for County during the Term of the Agreement at no additional costs.

2.2 ***Travel and Expenses included.*** All costs of CONTRACTOR transportation, lodging and meal expenses are included during the Agreement Term.

2.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current CONTRACTOR list price.

3. Product Description

3.1 *lmageCast® Central Scanner (ICC).* CONTRACTOR shall provide the lmageCast® Central Scanner for use by County. The lmageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the lmageCast® Central Software for high speed ballot tabulation. Each lmageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner

3.1.2 lmageCast® Central Software

3.1 .3 OptiPlex 7 440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 *lmageCast® Central Scanner Software.* The Parties will enter into software licenses for the lmageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. CONTRACTOR software includes, without limitation:

3.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
• The top portion of the image contains a scanned image of the ballot.
• The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 *Democracy Suite EMS Software (Express)* consists of the following components:

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

3.3.1 Election File and iButton Creation County is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results. Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 *lmageCast® Adjudication Application* is a client and server application used to review and adjudicate lmageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chainof-custody concerns.

3.5 *lmageCast® X Application* is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are Liberty Vote USA Inc. initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using lmageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description CONTRACTOR shall provide the following training to County personnel at no additional cost to County.

4.1 *Project Management.* CONTRACTOR will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

4.1.1 System Acceptance Testing Training. Included in the Project Management Support, CONTRACTOR will provide a minimum total of two (2) days of direct

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

onsite support for EMS Server installation, configuration & testing.

4.2 System *Training.* CONTRACTOR will provide the following training as described herein.
4.2.1 System Acceptance Testing Training. CONTRACTOR will provide direct onsite training for System Acceptance Testing.

4.2.2 Democracy Suite® EMS System- This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

4.2.3 lmageCast® X - This training introduces the lmageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

4.2.4 lmageCast Central - This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

4.2.5 Pollworker Train the Trainer - This provides training to the County staff on operations of a polling center including the lmageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 *EMS Ballot Definition.* CONTRACTOR shall provide election setup services and support for the election database creation and ballot review for nine (9) elections, including the following components:

4.3.1 Import of data files into the EMS system.

4.3.2 Defining election project parameters and assigning templates.

4.3.3 Assigning tabulators (ICC, tablet).

4.3.4 Defining ballot structures.

4.3.5 Creating proofing ballots.

4.3.6 Creating official ballots.

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & DOMINION VOTING SYSTEMS, INC.

This Amendment No. 2 is made to the Dominion Voting Systems and Managed Services Agreement No. A-13733 to provide leased voting equipment and support deliverables by and between **DOMINION VOTING SYSTEMS, INC,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into a Non-Standard Agreement No. A-13733 with the County on August 1, 2017 ("AGREEMENT") to provide the County with leased voting equipment and provide support deliverables through December 31, 2023 for an amount not to exceed $1,239,319.70; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on October 22, 2019 to extend the term two (2) additional years through December 31, 2025 and increase the amount by $1,099,634.31 for a total amount not to exceed of $2,338,954.01; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount by $152,229 for a total amount not to exceed of $2,491,183 to allow CONTRACTOR to continue to provide services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. PAYMENT BY COUNTY shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Pricing Summary and Deliverables Description** in Amendment No. 1 attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $2,491,183".

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Agreement.

3. A copy of this Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

1/31/2025 | 4:53 PM PST
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E667875454AE...
Deputy Auditor/Controller

Dated: 1/31/2025 | 4:31 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Anne Brereton
A46091E5DE63489...
Deputy County Counsel

1/31/2025 | 4:17 PM PST
Dated:

CONTRACTOR

By:
Signature of Chair, President, or Vice-President

John Poulos, President & CEO
Printed Name and Title

Dated: January 15, 2025

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

Michael McGee, CFO
Printed Name and Title

Dated: January 16, 2025

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

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

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 Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13733 ; Amendment No.: 2
Approve and authorize the Contracts/Purchasing Officer, or their designee, to execute Amendment No. 2 to Agreement A-13733 with Dominion Voting Systems, Inc. to add $152,229 for an aggregate do not exceed amount of $2,491,183 to pay for leased equipment and services with no changes to the agreement term of October 22, 2019 through December 31, 2025.

PASSED AND ADOPTED on this 28th day of January 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 January 28, 2025.

Dated: January 30, 2025
File ID: 25-041
Agenda Item No.: 32

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

Vicente Ramirez, Deputy

AMENDMENT 1
TO THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND MONTEREY COUNTY, CA

This Amendment 1 to the Voting Systems and Managed Services Agreement, is made and entered into as of the 22nd day of October 2019 between Monterey County, CA ("Customer") and Dominion Voting Systems, Inc. ("Dominion").

RECITALS

WHEREAS, on August 1, 2017, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion now desire to amend the Agreement to extend the term through December 31, 2025 and increase the equipment and support deliverables and increase the total contract amount by $1,099,634.31 for a total amount not to exceed $2,338,954.01, as described herein:

TERMS

NOW, THEREFORE, the parties amend the Agreement in accordance with the terms and conditions set forth below:

A. **Incorporation of Recitals**. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

B. Section 4.7, "Dominion's Responsibilities" shall be amended by removing, "*Provide use of the Dominion Democracy Suite 4.14-A.1 with Adjudication 2.4.1.14601 voting system in conjunction with the customer's existing Sequoia WinEDS 3.1.012 AVC Edge voting system as a blended system throughout the duration of the contract. Blended system approved by the Secretary of State on April 17, 2017 as described in Exhibit C.*" and replacing it with "*Provide use of the Dominion Democracy Suite 5.2 as described in Exhibit A.*"

C. Dominion shall be responsible for the delivery of new voting systems and disposal of the decertified Sequoia Edge Direct Recording Electronic equipment that it replaces.

D. **Exhibit A.** The Customer and Dominion agree to delete original Exhibit A of the Agreement in its entirety and replace it with the new Exhibit A attached hereto, setting forth a payment schedule for a total not to exceed amount of $2,338,954.01.

E. **Term**. The new term date shall be December 31, 2025.

F. **All Other Terms.** All other terms and provisions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

Authorized Signature

John Poulos
Name

President & CEO
Title

9/25/2019
Date

MONTEREY COUNTY, PA

Authorized Signature

Michael R Dietz
Name

Contracts/Purchasing Office.
Title

11-26-19
Date

AB
CBrecht
Dep Coco
10.18.19

10-18-19

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND MONTEREY COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

1.1 **Pricing Summary**. The total annual managed service contract pricing shall equal $189,064.79 in 2018 and 2019, increasing to 323,161.17 per year through 2025 for a total of eight (8) years.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2018. The Year 1 invoice of $189,064.79 will be issued immediately after System Acceptance by the Customer. The estimated California tax for the annual payment equals $ 10,928.70 in years 2018 and 2019 and $21,154.82 in years 2020 through 2025.

1.2.2 Year 2: 1/1/2019 -- 12/31/19: $189,064.79 invoice will be issued on 1/1/2019

1.2.3 Year 3: 1/1/2020 -- 12/31/20: $323,161.17 invoice will be issued on 1/1/2020

1.2.4 Year 4: 1/1/2021 -- 12/31/21: $323,161.17 invoice will be issued on 1/1/2021

1.2.5 Year 5: 1/1/2022 -- 12/31/22: $323,161.17 invoice will be issued on 1/1/2022

1.2.6 Year 6: 1/1/2023 -- 12/31/23: $323,161.17 invoice will be issued on 1/1/2023

1.2.7 Year 7: 1/1/2024 – 12/31/24: $323,161.17 invoice will be issued on 1/1/2024

1.2.8 Year 8: 1/1/2025 -- 12/31/25: $323,161.17 invoice will be issued on 1/1/2025

2. System Description - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central includes: Canon DR-G1130 high speed document scanner ImageCast Central Software Dell Optiplex 7440 All-in-One iButton programmer and key Cables	8
In-Person Voting Solution: Polling Location Hardware	
ImageCast X - BMD Accessible (21 inch) includes: ICX Firmware Tablet USB ATI cable	174

ATI kit ICX USB 5 voter activation cards Printer Cables Transport Bag	
ICX VA (Voter Activation Station) includes Dell Laptop, ICX Activation software Smart Card Reader/Writer	1
Smart-UPS C 1500 VA LCD 120V 1000W	136
ImageCast X Voting Booth	172
Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	2
EMS Client Workstation Configuration Kit	2
Adjudication Workstation Kit	6
EMS Report Printer - E310dw	1
Software	
Democracy Suite (EMS)	1
ICC Adjudication Application	1
Support Services	Days
Implementation	
Project Management	25
Training includes:	
System Acceptance Testing	1
Democracy Suite Result, Tally and Reporting	4
ICX Operator Training	1
ICC Operator Training	1
ICC Adjudication Training	1
Train The Trainer: Poll worker	1
Election Support	Elections
Election Set Up/Ballot Set Up	9
2 Day Election On-Site Support	3
Annual Licenses	
Democracy Suite (EMS) RTR ONLY	1
ICC Adjudication Application - Level 5 (125K - 250K)	1
ICC Annual Firmware License - G1130	8
ICX - BMD Accessible (21 inch) Annual Firmware License	174
Warranty and Maintenance	
ImageCast Central Kit: Canon DR-G1130	8
ICX - BMD Accessible (21 inch)	174

3. Product Description

3.1 ***ImageCast® Central Scanner (ICC)***. Dominion shall provide the ImageCast® Central Scanner for use by the Customer. The ImageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner

3.1.2 ImageCast® Central Software

3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 ***ImageCast® Central Scanner Software***. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

3.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 ***Democracy Suite EMS Software (Express)*** consists of the following components:

3.3.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

3.5 ***ImageCast® X Application*** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are

initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer.

4.1 ***Project Management.*** Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

4.1.1 System Acceptance Testing Training. Included in the Project Management Support, Dominion will provide a minimum total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.

4.2 ***System Training.*** Dominion will provide the following training as described herein.

4.2.1 System Acceptance Testing Training. Dominion will provide direct onsite training for System Acceptance Testing.

4.2.2 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

4.2.3 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

4.2.4 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

4.2.5 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling center including the ImageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 ***EMS Ballot Definition.*** Dominion shall provide election setup services and support for the election database creation and ballot review for nine (9) elections, including the following components:

4.3.1 Import of data files into the EMS system.

4.3.2 Defining election project parameters and assigning templates.

4.3.3 Assigning tabulators (ICC, tablet).

4.3.4 Defining ballot structures.

4.3.5 Creating proofing ballots.

4.3.6 Creating official ballots.

4.4 ***Election Day Support.*** Dominion will provide two (2) days (inclusive of travel) of direct onsite election support for three (3) elections.

4.5 ***Ongoing telephone support***. Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

4.6 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND MONTEREY COUNTY, CA

This Voting Systems and Managed Services Agreement (the "Agreement"), dated August 1, 2017 (the "Effective Date"), for a voting system, licenses and related services is made by and between Monterey County, CA ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to lease voting system services, licenses and related solutions; and

WHEREAS, Dominion designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and/or sell and furnish to Customer the System (as defined herein), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A, B and C are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits below. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Exhibit A attached hereto.

Exhibit A:	Pricing Summary and Deliverables Description
Exhibit B:	Software License Terms and Conditions
Exhibit C:	Administrative Approvals

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and updated by Dominion, and mutually agreed upon by Customer, or the occurrence of other events defined in Section 8.

2.2. "Dominion Hardware" means the voting system hardware as more specifically described in Exhibit A.

2.3. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:

2.2.1. "Democracy Suite® Software," Dominion's election management software associated with the ImageCast® voting system as more specifically described in Exhibit A.

2.2.2. "ImageCast® Software," the software/firmware designed for use in the ImageCast® voting system.

2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without liniitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.

2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.

2.6. "License" has the meaning set forth in Section 7.

2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

2.8. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.

3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until 12/31/2023 providing however and subject to possible annual price increases, the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such Licenses or warranty.

4. Dominion's Responsibilities. Dominion shall:

4.1. Deliver the System and installation plan services as described in Exhibit A (Pricing Summary and Deliverables Description).

4.2. Appoint a project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager will provide the Customer with status updates on the progress of tasks as set out in this Agreement and to advise the Customer upon the occurrence of any material change in such plans.

4.3. Provide the Customer with a Dominion Software License as described in Exhibit B (Software License Terms and Conditions).

4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.

4.5. Assist in the Acceptance Testing process as required by Section 8 herein.

4.6. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

4.7 Provide use of the Dominion Democracy Suite 4.14-A.1 with Adjudication 2.4.1.14601 voting system in conjunction with the customer's existing Sequoia WinEDS 3.1.012 AVC Edge voting system as a blended system throughout the duration of the contract. Blended system approved by the Secretary of State on April 17, 2017 as described in Exhibit C.

5. Customer's Responsibilities. Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.

5.2. Appoint a project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Conduct Acceptance testing process as required by Section 8.

5.4 For election setup and database creation services as more specifically described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, requests that a change be made to the deliverable, Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

6. Title and Risk of Loss.

6.1. Title to the System, Excluding All Software. The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System shall not pass to the Customer and shall remain with Dominion.

6.2. Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is Accepted by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license agreements by Customer's first use of the System.

8. Acceptance.

8.1. Dominion Software or Dominion Hardware. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, which testing will include the Acceptance criteria developed and updated by Dominion and mutually agreed upon by Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation.

8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Section 8.1, upon completing the System installation, the Customer will conduct System Acceptance testing, which testing will include the Acceptance test procedures developed and updated by Dominion, and mutually agreed upon by Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no

later than ten (10) business days after installation of the System.

8.3 Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided Acceptance criteria, as mutually agreed upon by Customer, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within twenty (20) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.

9. Warranties.

9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software Terms and Conditions.

9.2. Third Party Products. The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.

9.3. Dominion Hardware Warranty. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect during the Term of this Agreement.

9.4. Dominion Hardware Warranty Conditions. If any Dominion Hardware component fails to operate in conformity with its specifications during the Term of this Agreement, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. Force Majeure. Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such event. This section shall not excuse the Customer from paying amounts owed for services received pursuant to this Agreement.

11. Indemnification. Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) resulting from third party claims, suits or actions arising out of a) any infringement, violation, or misappropriation a third party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights or b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to the negligence or misconduct of Dominion.

12. Limitation of Liability. Except for the indemnification obligations contained in this Agreement, Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage,

costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable to the other party for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

13. Confidential Information.

13.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Section 13.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.

13.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.

13.3. Subject to the requirements of the California Public Records Act ("CPRA"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

13.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

13.5. The parties understand and agree that Customer is a public entity subject to the CPRA. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by provisions of CPRA.

13.6. Any specific information that Dominion claims to be confidential must be clearly identified as such by Dominion. To the extent consistent with CPRA, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential.

13.7 If a request is made to view such Confidential Information by any federal, state, or local governmental administrative agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court, Customer will notify Dominion of such request, pursuant to the provisions of Section 22, and

the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement

14. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

15. Termination.

15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence to cure the breach as soon as practicable.

15.2 For Non-Appropriation of Funds. The Customer shall not be obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

16. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent

permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

17. Survival. The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of competent jurisdiction located in the State of California will have jurisdiction to hear and determine questions relating to this Agreement.

19. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. Insurance.

20.1 Dominion hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to Customer and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

Insurance	**Minimum Limit**
Umbrella Liability	$5 million per occurrence
Professional Liability	$5 million per occurrence $10 million aggregate
Worker's Compensation	Statutory
Employers Liability	$1 million
Commercial General Liability including Contractual Liability, Operations, Products and Completed Operations	
• Personal/Bodily Injury	$2 million per occurrence $5 million aggregate
• Property Damage	$2 million per occurrence $5 million aggregate
Commercial Automobile Liability (non-owned vehicles)	
• Bodily Injury/Property Damage	$2 million combined single limit per occurrence

20.2. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements, naming the Customer as additional insured, will be provided by Dominion to the Customer.

21. Independent Contractor. In all situations and circumstances arising out of the terms and conditions of this Agreement, Dominion is an independent contractor. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or employment with the Customer and Dominion. Dominion is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Customer. Dominion shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due Dominion, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Dominion.

22. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to the Customer:

Monterey County Elections
1441 Schilling Place – North Building
Salinas, CA 93901

23. Entire Agreement. This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an amendment hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

Michael Frontera
PRINTED NAME

Executive Vice President & General Counsel
TITLE

7/31/2017
DATE

MONTEREY COUNTY, CA

AUTHORIZED SIGNATURE

Michael R. Derr
PRINTED NAME

Contracts / Purchasing Officer
TITLE

10-2-17
DATE

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND MONTEREY COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

1.1 **Pricing Summary**. The total annual managed service contract pricing shall equal $189,064.79/year for a total of six (6) years.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made is in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2018. The Year 1 invoice of $189,064.79 will be issued immediately after System Acceptance by the Customer. The estimate California tax for each annual payment equals $ 10,928.70.

1.2.2 Year 2: 1/1/2019 – 12/31/19: $189,064.79 invoice will be issued on 1/1/2019

1.2.3 Year 3: 1/1/2020 – 12/31/20: $189,064.79 invoice will be issued on 1/1/2020

1.2.4 Year 4: 1/1/2021 – 12/31/21: $189,064.79 invoice will be issued on 1/1/2021

1.2.5 Year 5: 1/1/2022 – 12/31/22: $189,064.79 invoice will be issued on 1/1/2022

1.2.6 Year 6: 1/1/2023 – 12/31/23: $189,064.79 invoice will be issued on 1/1/2023

2. System Description - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central includes: Canon DR-G1130 high speed document scanner ImageCast Central Software Dell Optiplex 7440 All-in-One iButton programmer and key Cables	8
In-Person Voting Solution: Polling Location Hardware	
ImageCast X - BMD Accessible (21 inch) includes: ICX Firmware Tablet ATI accessible unit 5 voter activation cards Printer Cables	4

ICX VA (Voter Activation Station) includes Dell Laptop, ICX Activation software Smart Card Reader/Writer	1
ImageCast X Voting Booth	2
Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	2
EMS Client Workstation Configuration Kit	2
Adjudication Workstation Kit	6
EMS Report Printer - E310dw	1
Software	
Democracy Suite (EMS)	1
ICC Adjudication Application	1
Support Services	Days
Implementation	
Project Management	25
Training includes:	
System Acceptance Testing Training	1
Democracy Suite Result, Tally and Reporting	4
ICX Operator Training	1
ICC Operator Training	1
ICC Adjudication Training	1
Train The Trainer: Poll worker	1
Election Support	Elections
Election Set Up	7
3 Day Election On-Site Support	2
Annual Licenses	
Democracy Suite (EMS) RTR ONLY	1
ICC Adjudication Application - Level 5 (125K - 250K)	1
ICC Annual Firmware License - G1130	8
ICX - BMD Accessible (21 inch) Annual Firmware License	4
Warranty and Maintenance	
ImageCast Central Kit: Canon DR-G1130	8
ICX - BMD Accessible (21 inch)	4

3. Product Description

3.1 ***ImageCast® Central Scanner (ICC)***. Dominion shall provide the ImageCast® Central Scanner for use by the Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner

3.1.2 ImageCast® Central Software

3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 ***ImageCast® Central Scanner Software***. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

3.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 ***Democracy Suite EMS Software (Express)*** consists of the following components:

3.3.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

3.5 ***ImageCast® X Application*** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer.

4.1 ***Project Management.*** Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

4.1.1 System Acceptance Testing Training. Included in the Project Management Support, Dominion will provide a minimum total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.

4.2 ***System Training.*** Dominion will provide the following training as described herein.

4.2.1 System Acceptance Testing Training. Dominion will provide direct onsite training for System Acceptance Testing.

4.2.2 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

4.2.3 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

4.2.4 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

4.2.5 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling center including the ImageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 ***EMS Ballot Definition.*** Dominion shall provide election setup services and support for the election database creation and ballot review for seven (7) elections, including the following components:

4.3.1 Import of data files into the EMS system.

4.3.2 Defining election project parameters and assigning templates.

4.3.3 Assigning tabulators (ICC, tablet).

4.3.4 Defining ballot structures.

4.3.5 Creating proofing ballots.

4.3.6 Creating official ballots.

4.4 ***Election Day Support.*** Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.

4.5 ***Ongoing telephone support***. Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

4.6 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

EXHIBIT B
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND MONTEREY COUNTY, CA

DOMINION VOTING SYSTEMS
SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Agreement" shall mean the agreement between the Parties for the purchase and use of the licensed Software.

1.2. "Licensee" shall mean the Dominion customer defined in the Agreement.

1.3. "Licensor" shall mean Dominion Voting Systems.

1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.5. "Software" means the Democracy Suite® and/or ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.

1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in the Licensor's documentation.

1.7. "Term" shall mean the term period defined in the Agreement.

2. License.

2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own business purposes.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

3.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Licensee's State, Licensor may make the certified Software upgrade available to the Licensee at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide under any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

4. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

5. Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

6. Warranties. The following warranties shall apply.

6.1. Software Warranty. Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice within thirty (30) days. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported issue is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i) any commercial or non-commercial printer
(ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
OFFICE OF VOTING SYSTEMS TECHNOLOGY ASSESSMENT
1500 11th Street | Sacramento, CA 95814 | **Tel** 916.653.7244 | **Fax** 916.653.4620 | www.sos.ca.gov

May 5, 2017

County Clerk/Registrar of Voters (CC/ROV) Memorandum #17045

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley
Deputy Secretary of State and Counsel

RE: Voting Systems: OVSTA Monthly Update – May 2017

Each month, the Office of Voting Systems Technology Assessment (OVSTA) provides an update on Election Assistance Commission (EAC) and Secretary of State (SOS) activities related to voting technology.

Each update provides information on:

- Voting technology related events that may be of interest.
- Administrative approvals and denials since the prior month's update.
- Administrative approval requests since the prior month's update.
- Voting technology testing and approval at the SOS office.
- Voting system testing and certification at the EAC.
- Defect, failure, and fault reports issued since the prior month's update.
- Ballot printing certification requests since the prior month's update.

Recent and Upcoming Events

Elections Systems and Software, Inc.'s (ES&S) Unity 3.4.1.0 voting system was approved April 14, 2017. The certificate of approval can be viewed at: http://votingsystems.cdn.sos.ca.gov//vendors/ess/unity3410/unity-3410-cert.pdf

OVSTA continued with certification testing of ES&S's EVS 5.2.1.0 voting system. Testing will continue through the coming months.

OVSTA began examination and review of Runbeck Election Services' Novus 5.0 ballot duplicating system on April 24, 2017.

OVSTA will begin examination and review of Dominion Voting Systems' Democracy Suite 5.2 voting system on May 15, 2017.

The EAC Standards Board Meeting was held in San Antonio, Texas on April 27-28, 2017. Additional information regarding the meeting can be located at: https://www.eac.gov/events/2017/04/27/standards-board-meeting/

The Global Election Technology Summit (The GET Summit) will be held in San Francisco, California on May 17, 2017. Additional information regarding the summit can be located at: https://www.getsummit.org/#get

The State Certification Testing of Voting Systems national conference will be held in Austin, Texas on June 19-20, 2017. Additional information regarding the confrence can be located at: http://elections.kennesaw.edu/conference-registration-form.php

OVSTA is finalizing the documents for the formal rule making process for the proposed Ballot Printing regulations and Electronic Poll Book regulations.

OVSTA is in the process of updating our website. You can visit us at: http://www.sos.ca.gov/elections/voting-systems/

Testing and Approval by the State of California

Application status is now available online at:
Voting Technology Applications Status | California Secretary of State

System	Type	Applicant	Submission Date	Testing Phase
ABVote 4.01	Remote Accessible Vote by Mail System	Votem	08/26/2016	On Hold
EVS 5.2.1.0	Voting System	Election Systems & Software	9/07/2016	Testing
Prime III	Remote Accessible Vote by Mail System	Prime III	10/31/2016	On Hold
Democracy Suite 5.2	Voting System	Dominion Voting Systems	12/18/2016	Testing
SecureSelect 1.0	Remote Accessible Vote by Mail System	Democracy Live	12/19/2016	Pre-Testing
BallotDNA 360 Voting 2.0	Remote Accessible Vote by Mail System	DemTech	01/04/2017	Pre-Testing
Novus 5.0	Ballot Duplicating System	Runbeck	02/23/2017	Testing

Administrative Approval Requests

California Elections Code section 19216 precludes a voting system or part of a voting system that has been approved by the Secretary of State from being changed or modified until the Secretary of State has determined the change "does not impair its accuracy and efficiency. . . ."

- There were no administrative approval requests in April.

Information on submitting an administrative approval request is in "Requesting Administrative Approval of a Change or Modification to an Approved Voting System."

Administrative Approvals

- Monterey County's application to use the Dominion Democracy Suite 4.14-A.1 with Adjudication 2.4.1.14601 voting system in conjunction with their existing Sequoia WinEDS 3.1.012 AVC Edge voting system was approved April 17, 2017.

Testing and Certification at the EAC

The EAC provides a weekly update of voting system testing. As of the last update on May 2, 2017, the current testing and certification status for systems relevant to California is:

ClearBallot Group ClearVote 1.4. ClearBallot provided the technical data package to EAC and Pro V&V. Pro V&V and ClearBallot are working on revisions to the test plan based on EAC comments. Related documents can be found on the EAC website.

Everyone Counts elect Quad Audit 4.4.0. Everyone Counts requested a suspension of testing on March 16, 2017. They have 90 days (June 14, 2017) to restart testing or this test will be terminated. Related documents can be found on the EAC website.

The EAC's "Voting Systems Under Test" and "Certified Voting Systems" pages provide more specifics on each voting system.

Defects, Failures, and Faults

Defects, failures, and faults (problem reports) of (1) voting system hardware and software and (2) ballot printing manufacturing and finishing are reported to the Secretary of State.

- There were no defect reports reported to OVSTA for the month of April.

Ballot Printing Certification Requests & Approvals

- There were no ballot printing certification requests or approvals for the month of April.

A list of certified ballot printers can be found at:
http://elections.cdn.sos.ca.gov//pdfs/approved-vendors-2017-01.pdf

Ballot on Demand Printing Requests & Approvals

- Runbeck Election Services has applied for approval of a new Sentio ballot on demand system.

A list of certified ballot on demand systems and jurisdictions can be found at:
http://votingsystems.cdn.sos.ca.gov/cert-and-approval/ballots/cert-bod-2015.pdf.

Electronic Poll Book Certification Requests & Approvals

Application status is now available online at:
Voting Technology Applications Status | California Secretary of State

System	Type	Applicant	Submission Date	Testing Phase
ExpressPoll EZRoster V3.3.1.0	ePollBook	Election Systems & Software	08/26/2016	Application (Review)
AskED V.3.4	ePollBook	Robis	01/05/2017	Application (Review)
PollPad2 CA	ePollBook	KNOWiNK	01/30/2017	Application (Review)
EA Tablet System	ePollBook	Election Administrators	01/30/2017	Application (Review)
EViD ePollBook 16.0.40.0	ePollBook	VR Systems	02/01/2017	Application (Review)

Introduced: 1/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappoint the County Administrative Officer as the Plan Administrator.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappoint the County Administrative Officer as the Plan Administrator.

SUMMARY:

In June 2021, the Board of Supervisors (Board) established a Section 115 Pension Trust ("Pension Trust") for pension obligations with the Public Agency Retirement Services (PARS) to address the County's growing unfunded accrued liability (UAL). At the same time, the Board also adopted a Pension Liability Policy to provide oversight and procedures for the administration of the Pension Trust. At the time of adoption of the Pension Trust, PARS partnered with HighMark Capital Management (HighMark) to serve as the investment advisor and manager of the Pension Trust assets. In June 2021, the County, under advisement from HighMark, executed an Investment Policy Statement detailing the responsibilities of both parties and approved investment strategies. On January 1, 2024, HighMark was merged by its parent company into PFM Asset Management (PFMAM). Given this change in investment advisor, PFMAM is requesting an update to the Investment Policy Statement.

DISCUSSION:

The initial investment policy was approved to establish guidelines for investing and managing the County's Pension Trust and included the following:
- Document investment objectives, performance expectations, and investment guidelines for Fund assets.
- Establish an appropriate investment strategy for managing all Pension Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Pension Trust.
- Establish investment guidelines to control overall risk and liquidity.

- Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.
- Comply with fiduciary, prudence, due diligence, and legal requirements for Pension Trust assets.

Duties and responsibilities of the investment advisor, PFMAM, remain in place within the revised Investment Policy Statement. Expectations surrounding the portfolio reporting requirements, fiduciary role, and investment management parameters did not change. Additionally, the overriding asset allocation target mix of 30% equity, 70% fixed income/cash is also unchanged in the revised Investment Policy Statement.

The recommended changes to the investment policy include the following:
- Asset class benchmark changes to domestic equity, international equity, real estate investments, and listed global infrastructure.
- While the high-level asset allocation target mix of 30% equity and 70% fixed income/cash remain in place, PFMAM is making the below recommendations regarding the components of the sub-asset class target levels.

Plan Target Mix	Investment Policy as of June 2021	Investment Policy proposed in 2025
Domestic Equity	23%	18%
International Equity	6%	9%
Domestic Real Estate	1%	1.5%
Global Infrastructure	0%	1.5%
Domestic Fixed Income (investment grade)	63.25%	62.5%
High-Yield Fixed Income	1.75%	5.5%
Cash	5%	2%

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office prepared this report with input and review from the Treasurer-Tax Collector.

FINANCING:
There is no cost associated with approving the recommended changes to the investment policy.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment to the efficient and effective management of the County's pension liabilities.

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

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

Prepared by: Patricia Hasan, Administrative Analyst, ext. 5091
Approved by: Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments:
Resolution
Original Investment Policy Statement
Proposed Revised Investment Policy Statement

Introduced: 1/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappoint the County Administrative Officer as the Plan Administrator.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappoint the County Administrative Officer as the Plan Administrator.

SUMMARY:
In June 2021, the Board of Supervisors (Board) established a Section 115 Pension Trust ("Pension Trust") for pension obligations with the Public Agency Retirement Services (PARS) to address the County's growing unfunded accrued liability (UAL). At the same time, the Board also adopted a Pension Liability Policy to provide oversight and procedures for the administration of the Pension Trust. At the time of adoption of the Pension Trust, PARS partnered with HighMark Capital Management (HighMark) to serve as the investment advisor and manager of the Pension Trust assets. In June 2021, the County, under advisement from HighMark, executed an Investment Policy Statement detailing the responsibilities of both parties and approved investment strategies. On January 1, 2024, HighMark was merged by its parent company into PFM Asset Management (PFMAM). Given this change in investment advisor, PFMAM is requesting an update to the Investment Policy Statement.

DISCUSSION:
The initial investment policy was approved to establish guidelines for investing and managing the County's Pension Trust and included the following:
- Document investment objectives, performance expectations, and investment guidelines for Fund assets.
- Establish an appropriate investment strategy for managing all Pension Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Pension Trust.
- Establish investment guidelines to control overall risk and liquidity.
- Establish periodic performance reporting requirements to monitor investment results and confirm that

the investment policy is being followed.
- Comply with fiduciary, prudence, due diligence, and legal requirements for Pension Trust assets.

Duties and responsibilities of the investment advisor, PFMAM, remain in place within the revised Investment Policy Statement. Expectations surrounding the portfolio reporting requirements, fiduciary role, and investment management parameters did not change. Additionally, the overriding asset allocation target mix of 30% equity, 70% fixed income/cash is also unchanged in the revised Investment Policy Statement.

The recommended changes to the investment policy include the following:
- Asset class benchmark changes to domestic equity, international equity, real estate investments, and listed global infrastructure.
- While the high-level asset allocation target mix of 30% equity and 70% fixed income/cash remain in place, PFMAM is making the below recommendations regarding the components of the sub-asset class target levels.

Plan Target Mix	Investment Policy as of June 2021	Investment Policy proposed in 2025
Domestic Equity	23%	18%
International Equity	6%	9%
Domestic Real Estate	1%	1.5%
Global Infrastructure	0%	1.5%
Domestic Fixed Income (investment grade)	63.25%	62.5%
High-Yield Fixed Income	1.75%	5.5%
Cash	5%	2%

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office prepared this report with input and review from the Treasurer-Tax Collector.

FINANCING:
There is no cost associated with approving the recommended changes to the investment policy.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment to the efficient and effective management of the County's pension liabilities.

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

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

Prepared by: Patricia Hasan, Administrative Analyst, ext. 5091
Approved by: Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments:
Resolution
Original Investment Policy Statement
Proposed Revised Investment Policy Statement

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

Resolution No.:_____

a. Approving revisions to the County of Monterey's Investment Policy Statement for the Section 115 Pension Trust, which is administered by Public Agency Retirement Services (PARS) with investment management provided by PFM Asset Management (PFMAM); and
b. Reappointing the County Administrative Officer as the Plan Administrator.

WHEREAS, Monterey County ("County") contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for permanent County employees, and each year, the County receives actuarial valuation reports, which identify the employer contribution rates for the following year, as well as the unfunded accrued liability (UAL); and

WHEREAS, the County established a Section 115 Pension Trust and an associated Investment Policy Statement with the Public Agency Retirement Services (PARS) partnering with HighMark Capital Management (HighMark) to manage pension obligations and address the County's growing UAL; and

WHEREAS, the County's Sections 115 Pension Trust investment advisor and manager, HighMark, was restructured into PFM Asset Management (PFMAM), and as the new investment advisor and manager, PFMAM is requesting an update the Investment Policy Statement;

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

a) The revised Investment Policy Statement for the County of Monterey's Section 115 Pension Trust is approved.

b) The County Administrative Officer, or designee, is reappointed as the County's Plan Administrator for the Section 115 Pension Trust.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this ___ day of _____,____ by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, 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 of Minute Book ____, for the meeting on _____.

Dated:
File Number:

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

By _____
Deputy

HIGHMARK®
CAPITAL MANAGEMENT

Investment Guidelines Document

County of Monterey

Employee Benefits Fund Pension Plan

June 2021

Investment Guidelines Document

Scope and Purpose

The purpose of this Investment Guidelines Document is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's short- and long-term needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of June 2021

Plan Sponsor:	County of Monterey
Governance:	County Board of Supervisors for the County of Monterey
Plan Name ("Plan"):	County of Monterey Employee Benefit Fund Pension Plan
Trustee:	US Bank Contact: Sue Hughes, 949-224-7209 Susan.hughes@usbank.com
Type of Account:	Pension Plan
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Andrew Brown, CFA, 415-705-7605 Andrew.brown@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon:	Long-term 10-15 years
Anticipated Cash Flows:	Assets in the Plan will seek to mitigate the impact of future rate increases from CalPERS. Typically increases in rates come with a one-year advance warning, however this Plan may transfer assets to CalPERS at any time.
Investment Objective:	The purpose of the pension trust is to accumulate assets incrementally over a period of years for the sole purpose of supplementing the County's effort to fulfill its pension funding obligation. To this purpose, the Trust is maintained for the primary objective of strengthening the County's ability to pay the actuarially determined required employer contribution and the secondary objective of obtaining long-term savings that result from paying down the unfunded actuarial liability earlier.
Risk Tolerance:	*Moderately Conservative* The account's risk tolerance has been rated moderately conservative, which demonstrates that the account can accept some price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	50%-80%	20%-40%
Policy: 5%	Policy: 65%	Policy: 30%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	20%-40%
Equity Style	*Range*
Domestic Large Cap Equity	10%-30%
Domestic Mid Cap Equity	0%-10%
Domestic Small Cap Equity	0%-12%
International Equity (incl. Emerging Markets)	0%-12%
Real Estate Investment Trust (REIT)	0%-8%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	50%-80%

If individual fixed income securities are purchased, the following parameters will be followed:

Eligible Securities:

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)

- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Securities issued under SEC Rule 144A
- Municipal Bonds

Quality
The portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB–. Note, high yield fixed income can be purchased only in a diversified mutual fund or exchange traded fund.

For purposes of determining an effective rating, when three agencies rate a security (S&P, Moodys, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration
The manager will maintain the portfolio duration with respect to the individual securities, within +/- 25% of the Bloomberg Barclays U.S. Aggregate Bond Index duration at all times.

Diversification
No more than 5% of the portfolio assets may be invested in any individual issuer with the exception of securities issued or guaranteed by the U.S. Government, its agencies, and Government Sponsored Enterprises.

No more than 30% of the portfolio may be invested in securities issued under Rule 144A without registration rights (no limit on Rule 144a securities with registration rights).

Performance Benchmarks:
The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

15.5%	S&P500 Index
3.00%	Russell Mid Cap Index
4.50%	Russell 2000 Index
2.00%	MSCI Emerging Market Index
4.00%	MSCI EAFE Index
1.00%	Wilshire REIT Index
49.25%	Bloomberg Barclays US Aggregate Index
14.00%	ML 1-3 Year US Corp/Gov't
1.75%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth Index
Value	Russell Mid Cap Value Index
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth Index
Value	Russell 2000 Value Index
REITs	Wilshire REIT Index
International Equity	MSCI EAFE Index
Investment Grade Bonds	Bloomberg Barclays Capital US Aggregate Index
High Yield	US High Yield Master II Index

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-adviser.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds, and investments in companies that mine or refine precious metals are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Plan Administrator and Investment Committee for the Plan is responsible for:

- Confirming the accuracy of this Investment Guidelines Document, in writing.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.
- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Plan Administrator and Investment Committee with the development and maintenance of this Investment Policy Guideline document annually.
- Meeting with the Plan Administrator and Investment Committee at least annually to review portfolio structure, holdings, and performance. ***Note, in the first year of the Plan, meetings may be conducted quarterly.***
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.

- Voting proxies, if applicable.
- Recommending changes to any of the above.
- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Preparing and presenting appropriate reports.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Guidelines Document, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Guidelines Document supersedes all previous versions of an Investment Guidelines Document or investment objective instructions that may have been executed for this account.

Date: 6-22-21

Plan Sponsor: County of Monterey

Date: 6/22/2021

Investment Manager: Andrew Brown, CFA, Senior Portfolio Manager, (415) 705-7605

INVESTMENT POLICY STATEMENT

FOR

MONTEREY COUNTY

SECTION 115 TRUST PENSION FUND

DRAFT

TABLE OF CONTENTS

SECTION **PAGE**

Purpose 3

Investment Authority 3

Statement of Investment Objectives 4

Investment Guidelines 5
- Time Horizon
- Liquidity and Diversification
- Asset Allocation
- Rebalancing Philosophy
- Risk Tolerance
- Performance Expectations

Selection of Investment Managers.....7

Guidelines for Portfolio Holdings 7
- Direct Investments by Advisor
- Limitations on Managers' Portfolios
- Portfolio Risk Hedging
- Prohibited Portfolio Investments
- Safekeeping

Control Procedures 11
- Review of Investment Objectives
- Review of Investment Performance
- Voting of Proxies

Adoption of Investment Policy Statement……12

DRAFT

Monterey County "County" has established a section 115 Trust known as the Monterey County Section 115 Pension Trust (the "Trust"). This Trust will be used to invest monies to fund the County's unfunded liability in the California Public Employee Retirement System ("CalPERS"). The County Board of Supervisors ("Board") has given authority to the Plan Administrator to establish and adopt the investment Policy Statement ("Policy Statement") for the following purposes.

Purpose

Funds set aside in the Section 115 Trust are safeguarded from diversion to other budgetary uses and generally may be invested in a broader range of securities than would typically be permitted for public agency operating funds, potentially increasing earnings. Therefore, higher returns can improve the County's ability to meet future pension obligations. An additional advantage of holding funds in the Trust rather than contributing an equivalent amount directly to CalPERS is that the County retains control over the timing and amount of disbursements from the Trust. Retaining control of the funds in the Trust provides the flexibility to meet current or accrued liabilities based on the financial circumstances at that time. The County also controls the timing of contributions to the Trust.

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations, and investment guidelines for Fund assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence, and legal requirements for Trust assets.

Investment Authority

The Board has appointed the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

DRAFT

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.
2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).

DRAFT

5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled “Performance Expectations”.

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"Growth Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the Growth Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, private or leveraged equity, and certain real estate investments.

"Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities, guaranteed investment contracts, and certain real estate investments.

"Real Return Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on real returns, net of inflation. Investments within the Real Return category may include, but are not limited to, inflation protected securities, commodities, certain real estate investments, natural resources, and liquid alternatives.

Time Horizon

The Trust’s investment objectives are based on a long-term investment horizon (“Time Horizon”) of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets. However, this portfolio of assets is viewed by the County as the first pool of assets that would be utilized to support pension expenses. As such, the time horizon for this portfolio could be less than five years based on budget conditions, or any increase in expenses arising from CalPERS.

Liquidity and Diversification

DRAFT

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

	Asset Weightings	
Asset Classes	**Range**	**Target**
Growth Assets		
Domestic Equity	5% - 39%	18.0%
International Equity	1% - 15%	9.0%
Other	0% - 12%	3.0%
Income Assets		
Fixed Income	40% - 80%	68%
Other	0% - 10%	0%
Real Return Assets	0% - 10%	0%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. The Advisor may also rebalance based on market conditions.

DRAFT

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's blended benchmark target. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust. Managers must meet the following criteria:

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the

DRAFT

investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of equity valued at market may be held in any one sector, as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

FIXED INCOME

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

Eligible Investments

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Municipal Bonds
- Fixed income mutual funds.
- Eligible instruments issued pursuant to SEC Rule 144a (only if the Client is a documented Qualified Institutional Buyer ; QIB)

Quality

DRAFT

The individual securities portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB-.

For purposes of determining an effective rating, when three agencies rate a security (S&P, Moody's, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration

The manager will maintain the portfolio duration within +/- 25% of the Bloomberg US Aggregate Bond Index duration at all times for the individual securities portfolio.

Diversification

- No more than 30% of the portfolio may be invested in securities issued under Rule 144A* without registration rights (no limit on Rule 144a securities with registration rights).

* Note: Rule 144A is an administrative rule under the SEC allowing, under certain circumstances, for qualified institutional investors to trade certain securities with other institutional investors without registering the trade with the SEC. Specifically, the rule allows private companies, both domestic and international, to sell unregistered securities, also known as Rule 144 securities, to qualified institution buyers (QIBs) through a broker-dealer.

OTHER ASSETS (ALTERNATIVES)

Diversifying (Liquid Alternatives): Primary objective shall be to enhance the risk-return profile of the overall portfolio. This can be accomplished by using liquid alternative strategies that may enhance returns at a reasonable level of risk or reduce volatility while providing a reasonable level of return. These asset classes may differ from traditional public market asset classes due to the use of certain strategies including short-selling, leverage, and derivatives. Liquid alternatives may also invest across asset classes. For purposes of asset allocation targets and limitations, liquid alternatives funds will be categorized under the specific asset class of the fund. For example, a long/short U.S. equity fund will be categorized as "Other" in the Growth Assets category while a long/short credit fund will be categorized as "Other" in the Income Assets category. Multi-strategy liquid alternatives funds that cannot be easily categorized under one asset class will be included in "Other" under either the Growth Assets or Income Assets category depending on the risk-return profile of the strategy.

Real Assets: Real assets are typically physical assets that have intrinsic worth due to their substance and properties. Real assets are primarily used for their lower correlation to traditional assets (i.e. stocks and bonds) and their inflation hedging properties. Categories of real asset investments include, but are not limited to, real estate, infrastructure, land, farmland, timberland, precious metals, and commodities.

DRAFT

Public real assets are publicly traded and liquid. The benefit of lower correlation investments is that, when implemented correctly, these investments can potentially improve a portfolio's expected risk-adjusted return over the long-term. The real assets category can be extended to include other forms of assets that offer similar inflation hedging properties such as pooled vehicles holding: commodities contracts, Treasury Inflation Protected Securities ("TIPS"), index-linked derivative contracts, certain forms of intellectual property, and the equity of companies in businesses thought to hedge inflation. For purposes of asset allocation targets and limitations, real assets may be categorized as "Other" under either the Growth Assets or Income Assets category or in the Real Return Assets category, depending on the nature and risk/return profile of the investment.

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

Portfolio Risk Hedging

Portfolio investments designed to hedge various risks including volatility risk, interest rate risk, etc. are allowed to the extent that the investments are not used for the sole purpose of leveraging Trust assets. One example of a hedge vehicle is an exchange traded fund ("ETF") which takes short positions.

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

DRAFT

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

DRAFT

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator.

Approved by the Monterey County Plan Administrator:

_____
Member

_____
Date

DRAFT

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Ratify the County Administrative Officer's January 7, 2026 Proclamation of a Local Emergency for sandbar management activities that are required at the Salinas River Lagoon Mouth (4/5th vote required); and
b. Find the work statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to:
a. Ratify the County Administrative Officer's January 7, 2026 Proclamation of a Local Emergency for sandbar management activities that are required at the Salinas River Lagoon Mouth (4/5th vote required); and
b. Find the work statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

SUMMARY/DISCUSSION:
Pursuant to California Government Code section 8630(a) and Monterey County Code section 2.68.060 the County Administrative Officer may proclaim the existence of a local emergency when Monterey County is affected by or likely 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.

Beginning December 23, 2025, heavy rainfall, coastal flooding, and high surf hazards threatened residents, property, critical infrastructure, and transportation systems in the Monterey County. Sandbar management activities were required at the Salinas River Lagoon mouth by Monterey County Water Resources Agency staff to avoid localized flooding. These conditions could have led to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may have resulted in the following:

- Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
- Loss of safe ingress and egress, including emergency service access;
- Inundation of agricultural fields; and
- Erosion and excessive transport of sediment.

Given high river flows, Monterey County Water Resources Agency staff performed sandbar

management activities at the Salinas River Lagoon mouth on January 4, 2026. The aforesaid conditions of extreme peril necessitated the proclamation of a local emergency on January 7, 2026, which was signed into effect by the County Administrator's Office that same day. Ratification and approval of this Proclamation of Local Emergency will provide Board confirmation of, and agreement with, the Proclamation made by the County Administrative Officer. This emergency proclamation shall expire sixty days after issuance unless confirmed and extended by the governing body of the County of Monterey.

This work is statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

OTHER AGENCY INVOLVEMENT:
The mitigation efforts of the foregoing conditions affecting public infrastructure in Monterey County include Monterey County Water Resources Agency.

FINANCING:
Payment for the mitigation efforts of the foregoing conditions will come from the Monterey County Water Resources Agency.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Declaring an emergency and allowing staff to effectively and immediately respond to the emergency event to protect public health and safety, promotes the Board of Supervisors' Strategic Plan Goals of furthering Safe and Resilient Communities.

____ 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 and approved by: Shaunna Murray, Deputy General Manager x4865

Attachments:
A - Emergency Proclamation dated January 7, 2026
B - Draft Resolution

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution to:
a. Ratify the County Administrative Officer's January 7, 2026 Proclamation of a Local Emergency for sandbar management activities that are required at the Salinas River Lagoon Mouth (4/5th vote required); and
b. Find the work statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to:
a. Ratify the County Administrative Officer's January 7, 2026 Proclamation of a Local Emergency for sandbar management activities that are required at the Salinas River Lagoon Mouth (4/5th vote required); and
b. Find the work statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

SUMMARY/DISCUSSION:
Pursuant to California Government Code section 8630(a) and Monterey County Code section 2.68.060 the County Administrative Officer may proclaim the existence of a local emergency when Monterey County is affected by or likely 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.

Beginning December 23, 2025, heavy rainfall, coastal flooding, and high surf hazards threatened residents, property, critical infrastructure, and transportation systems in the Monterey County. Sandbar management activities were required at the Salinas River Lagoon mouth by Monterey County Water Resources Agency staff to avoid localized flooding. These conditions could have led to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may have resulted in the following:

- Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
- Loss of safe ingress and egress, including emergency service access;
- Inundation of agricultural fields; and
- Erosion and excessive transport of sediment.

Given high river flows, Monterey County Water Resources Agency staff performed sandbar

management activities at the Salinas River Lagoon mouth on January 4, 2026. The aforesaid conditions of extreme peril necessitated the proclamation of a local emergency on January 7, 2026, which was signed into effect by the County Administrator's Office that same day. Ratification and approval of this Proclamation of Local Emergency will provide Board confirmation of, and agreement with, the Proclamation made by the County Administrative Officer. This emergency proclamation shall expire sixty days after issuance unless confirmed and extended by the governing body of the County of Monterey.

This work is statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15269(c) for emergency projects.

OTHER AGENCY INVOLVEMENT:
The mitigation efforts of the foregoing conditions affecting public infrastructure in Monterey County include Monterey County Water Resources Agency.

FINANCING:
Payment for the mitigation efforts of the foregoing conditions will come from the Monterey County Water Resources Agency.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Declaring an emergency and allowing staff to effectively and immediately respond to the emergency event to protect public health and safety, promotes the Board of Supervisors' Strategic Plan Goals of furthering Safe and Resilient Communities.

____ 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 and approved by: Shaunna Murray, Deputy General Manager x4865

Attachments:
A - Emergency Proclamation dated January 7, 2026
B - Draft Resolution

Attachment A

Docusign Envelope ID: 02BA3720-B3A2-4BC1-97D9-9263B44E4EA7

PROCLAMATION OF A LOCAL EMERGENCY BY COUNTY ADMINISTRATIVE OFFICER

In the Matter of Proclaiming the Existence of a Local Emergency within the County of Monterey	)))

WHEREAS, the California Emergency Services Act (Government Code, section 8630, *et seq*.) establishes procedures for proclaiming emergencies and responding promptly to the needs that arise during emergencies.

WHEREAS, California Government Code section 8630(c) and Monterey County Code section 2.68.060 and empower the County Administrative Officer, or designee, to proclaim the existence of a local emergency when Monterey County is affected by or likely to be affected by a public calamity, if the Board of Supervisors is not in session.

WHEREAS, the Administrative Officer of the County of Monterey and ex officio County Administrator of the Monterey County Water Resources Agency, did proclaim the existence of a local emergency within Monterey County on January 7, 2026, and does hereby find as follows:

- Significant heavy rain events, affecting Monterey County, began on December 23, 2025 and have continued into January 2026 bringing significant rainfall and resulting in high river flow conditions.
- Sandbar management activities were required at the Salinas River Lagoon mouth by Monterey County Water Resources Agency staff to avoid localized flooding. These conditions could have led to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may have resulted in the following:
  - Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
  - Loss of safe ingress and egress, including emergency service access;
  - Inundation of agricultural fields; and
  - Erosion and excessive transport of sediment.
- The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency requiring the combined forces of other political subdivisions to combat.
- That this emergency does not permit a delay resulting from a competitive solicitation to let contracts for bids, and immediate action is necessary to respond to the emergency.

WHEREAS, Given high river flows, Monterey County Water Resources Agency staff performed sandbar management activities at the Salinas River Lagoon mouth on January 4, 2026.

Docusign Envelope ID: 02BA3720-B3A2-4BC1-97D9-9263B44E4EA7

WHEREAS, the Board of Supervisors is not in session as of the date of this proclamation.

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and immediate action is necessary to mitigate public calamity and the other effects of local emergency.

NOW, THEREFORE, IT IS PROCLAIMED, as defined in California Government Code section 8558(c) and Public Contract Code section 1102 that a local emergency now exists throughout Monterey County:

That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the Emergency Organization of this County (Department of Emergency Management) shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of said local emergency; and

During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Sheriff's Office, Department of Public Works, Facilities, and Parks, Department of Housing and Community Development, the Emergency Organization of the County of Monterey, and the General Manager of the Monterey County Water Resources Agency shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of the local emergency; and

Pursuant to Public Contract Code sections 20134, 20395, and 22050, the Public Works Director and the General Manager of the Monterey County Water Resources Agency, or their designees, are 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 approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

SIGNED AND SUBSCRIBED at Salinas, California this 7th day of January 2026.

Signed by:
Nick Chiulos
910D1286CA694A8...

Nick Chiulos, Chief Assistant County Administrative Officer
County of Monterey

.

Attachment B

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

Resolution No.

Ratifying the Proclamation of a Local Emergency issued by the County Administrative Officer on January 7, 2026

WHEREAS, the California Emergency Services Act (Government Code section 8630 *et seq*.) establishes procedures for proclaiming emergencies and responding promptly to the needs that arise during emergencies.

WHEREAS, Government Code section 8630 and Monterey County Code section 2.68.060 empower the County Administrative Officer or designee, or the Board of Supervisors, if the Board of Supervisors is in session, to proclaim the existence of a local emergency when the County is affected by or likely to be affected by a public calamity.

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 days, unless ratified by the Board of Supervisors.

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.

WHEREAS, the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

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.

WHEREAS, the Administrative Officer of the County of Monterey and ex officio County Administrator of the Monterey County Water Resources Agency, did proclaim the existence of a local emergency within the County on January 7, 2026, and found as follows:

- Sandbar management activities were required at the Salinas River Lagoon mouth by Monterey County Water Resources Agency staff to avoid localized flooding. These conditions could have led to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may have resulted in the following:
    - Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
    - Loss of safe ingress and egress, including emergency service access;
    - Inundation of agricultural fields; and
    - Erosion and excessive transport of sediment.
- The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency requiring the combined forces of other political subdivisions to combat.

- That this emergency does not permit a delay resulting from a competitive solicitation to let contracts for bids, and immediate action is necessary to respond to the emergency.

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and immediate action is necessary to mitigate public calamity and the other effects of local emergency.

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

1. The Proclamation of a Local Emergency issued by the County Administrative Officer on January 7, 2026, is hereby ratified.

2. Pursuant to Government Code Section 8630(c) the Board of Supervisors shall review the continuing need for a local emergency at least once every sixty (60) days, until terminated by the Board of Supervisors.

3. That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the Emergency Organization of this County (Department of Emergency Management) shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of said local emergency.

4. That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Sheriff's Office, Department of Public Works, Facilities, and Parks, Department of Housing and Community Development, the Emergency Organization of the County of Monterey, and the General Manager of the Monterey County Water Resources Agency shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of the local emergency.

5. Pursuant to Public Contract Code sections 20134, 20395, and 22050, the Public Works Director and the General Manager of the Monterey County Water Resources Agency, or their designees, are 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 approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

6. The necessary work is statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15269(c) for emergency projects.

PASSED AND ADOPTED on this 13th day of January 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: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025 Wildfire Grant Program.

RECOMMENDATION:

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025

Wildfire Grant Program.

SUMMARY:
The Department of Emergency Management (DEM) applied for and was notified of approval on December 15, 2025, for the California Fire Safe Council (CFCS) 2025 Wildfire County Coordinators Grant Program. The grant will provide funding of $151,500 with a performance period of January 1, 2026, to July 31, 2026, to allow funding of a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative.

DISCUSSION:
Funds awarded under the California Fire Safety Council Wildfire County Coordinator Grant Program will be utilized to fund the Department of Emergency Management's Wildfire County Coordinator. The Department of Emergency Management (DEM) is requesting the allocation of 1.0 FTE Emergency Services Planner to address the increase in workload and complexity of operations associated with enhancement of wildfire resilience through stronger local planning, community engagement, and coordination for the Wildfire County Coordinator Grant Program.

This position will be a valuable resource for the County by enhancing the Operational Area capacity leading efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives. This new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the agreement as to legal form, and the Auditor Controller has reviewed the fiscal provisions. The Department of Emergency Management will coordinate with the Human Resource Department for the recruitment process of the Wildfire County Coordinator (Emergency Services Planner).

FINANCING:
The Department of Emergency Management (DEM) is requesting to increase appropriations and estimated revenues of $151,500 for the Department of Emergency Management's Adopted Budget Unit 001-1040-DEM001-8588. The grant amount of $151,500 is awarded under the California Fire Safety Council (CFCS) Wildfire County Coordinator Grant Program and requires no financial leveraging through other federal, state, or local funds or other social investments. The grant is reimbursement-based, providing 12% of the award for indirect management and administration costs, and does not require a local match.

The cost of the allocated position will be covered by the Grant funds over the performance period. The Department of Emergency Management intends on applying for a continuance of this grant program for the FY 2026-27 cycle, for an additional 18-month performance period. The County is not required to sustain the new position after grant funds expire.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2025 Wildfire County Coordinators Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through California Fire Safe Council funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

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
_X_ 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):
The grant-funded Wildfire County Coordinator position directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by enhancing wildfire preparedness, coordinating mitigation projects, and reducing fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Emergency Services Planner (14A25)

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025 Wildfire Grant Program.

RECOMMENDATION:

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025

Wildfire Grant Program.

SUMMARY:
The Department of Emergency Management (DEM) applied for and was notified of approval on December 15, 2025, for the California Fire Safe Council (CFCS) 2025 Wildfire County Coordinators Grant Program. The grant will provide funding of $151,500 with a performance period of January 1, 2026, to July 31, 2026, to allow funding of a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative.

DISCUSSION:
Funds awarded under the California Fire Safety Council Wildfire County Coordinator Grant Program will be utilized to fund the Department of Emergency Management's Wildfire County Coordinator. The Department of Emergency Management (DEM) is requesting the allocation of 1.0 FTE Emergency Services Planner to address the increase in workload and complexity of operations associated with enhancement of wildfire resilience through stronger local planning, community engagement, and coordination for the Wildfire County Coordinator Grant Program.

This position will be a valuable resource for the County by enhancing the Operational Area capacity leading efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives. This new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the agreement as to legal form, and the Auditor Controller has reviewed the fiscal provisions. The Department of Emergency Management will coordinate with the Human Resource Department for the recruitment process of the Wildfire County Coordinator (Emergency Services Planner).

FINANCING:
The Department of Emergency Management (DEM) is requesting to increase appropriations and estimated revenues of $151,500 for the Department of Emergency Management's Adopted Budget Unit 001-1040-DEM001-8588. The grant amount of $151,500 is awarded under the California Fire Safety Council (CFCS) Wildfire County Coordinator Grant Program and requires no financial leveraging through other federal, state, or local funds or other social investments. The grant is reimbursement-based, providing 12% of the award for indirect management and administration costs, and does not require a local match.

The cost of the allocated position will be covered by the Grant funds over the performance period. The Department of Emergency Management intends on applying for a continuance of this grant program for the FY 2026-27 cycle, for an additional 18-month performance period. The County is not required to sustain the new position after grant funds expire.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2025 Wildfire County Coordinators Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through California Fire Safe Council funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

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
_X_ 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):
The grant-funded Wildfire County Coordinator position directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by enhancing wildfire preparedness, coordinating mitigation projects, and reducing fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Emergency Services Planner (14A25)

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

Resolution No.

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025 Wildfire Grant Program.

RECITALS:

WHEREAS, the California Fire Safe Council (CFSC) announced an additional funding opportunity for the 2025 Wildfire County Coordinator Grant Program. The Department of Emergency Management (DEM) applied for and was notified on December 15, 2025, that they were approved for the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program; and

WHEREAS, the Department of Emergency Management is requesting the allocation of 1.0 FTE Emergency Services Planner to address the increase in workload and complexity of operations associated with enhancement of wildfire resilience through stronger local planning, community engagement, and coordination for the Wildfire County Coordinator Grant Program; and

WHEREAS, this position will be a valuable resource for the County by enhancing the Operational Area capacity leading efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives; and

WHEREAS, this new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

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

a. Authorize and approve the Director of the Department of Emergency Management and/or designee to execute a Grant Agreement with the California Fire Safe Council accepting a grant award of $151,500 to provide a Wildfire County Coordinator to implement the Wildfire County Coordinators Initiative with a grant performance period of January 1, 2026, to July 31, 2026; and
b. Approve an increase in appropriations and estimated revenues of $151,500 in the Department of Emergency Management (DEM) Adopted Budget Unit 001-1040-DEM001-8588 (4/5ths vote required); and
c. Amend the Department of Emergency Management FY 2025-26 Adopted Budget 001-1040-DEM001-8588 to allocate one (1) 1.0 FTE Emergency Services Planner (14A25) as indicated in Attachment B; and
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes and amend the Department of Emergency Management's FY 2025-26 Adopted Budget 001-1040-DEM001-8588 by $151,500 funded by the California Fire Safe Council 2025 Wildfire Grant Program.

PASSED AND ADOPTED on this 13^{h} day of January 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

ATTACHMENT B

Department of Emergency Management – Budget Unit 001-1040-DEM001-8588

Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
14A25	Emergency Services Planner	0005	1.0	5.0

Introduced: 12/22/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt a Resolution approving a not to exceed loan increase of $550,000 from the Monterey County Local Housing Trust Fund to Greenfield Commons EAH, L.P.;
b. Adopt a Resolution approving a not to exceed loan increase of $9,982 from the Permanent Local Housing Allocation grant to Greenfield Commons EAH, L.P.;
c. Adopt a Resolution approving the original loan of $1,929,046 to be separated out to $1,028,833 from the Monterey County Local Housing Trust Fund and $900,213 from the Permanent Local Housing Allocation grant;
d. Adopt a Resolution correcting the loan origination fee in Resolution 23-112 from 2% to 0.5% of the total loan;
e. Adopt a Resolution correcting the loan origination fee in Resolution 23-116 from 2% to 0.5% of the total loan;
f. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $550,000; and
g. Authorize the Director of Housing and Community Development or their designee to execute the Loan Agreements on behalf of the County.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Adopt a Resolution approving a not to exceed loan increase of $550,000 from the Monterey County Local Housing Trust Fund to Greenfield Commons EAH, L.P.;
b. Adopt a Resolution approving a not to exceed loan increase of $9,982 from the Permanent Local Housing Allocation grant to Greenfield Commons EAH, L.P.;
c. Adopt a Resolution approving the original loan of $1,929,046 to be separated out to $1,028,833 from the Monterey County Local Housing Trust Fund and $900,213 from the Permanent Local Housing Allocation grant;
d. Adopt a Resolution correcting the loan origination fee in Resolution 23-112 from 2% to 0.5% of the total loan;
e. Adopt a Resolution correcting the loan origination fee in Resolution 23-116 from 2% to 0.5% of the total loan;
f. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $550,000; and
g. Authorize the Director of Housing and Community Development or their designee to execute the Loan Agreements on behalf of the County.

SUMMARY:

In November 2022, the Board of Supervisors (Board) authorized the establishment of the Monterey County Local Housing Trust Fund (MCLHTF) and an application to the California Local Housing Trust Fund (LHTF) Matching Grant Program. When the County submitted its application to the state to establish the MCLHTF, it committed to funding the Greenfield Commons EAH, L.P. (Greenfield Commons) and Lightfighter Village, L.P. (Lightfighter Village) affordable housing projects. Greenfield Commons is a 100-unit, permanently affordable rental housing project in the city of Greenfield built by EAH Housing (a non-profit housing developer). Lightfighter Village is a 71-unit affordable housing apartment development in the City of Marina that was co-developed by EAH Housing and the Veterans Transition Center of California. Loans were approved by the Board in the amounts of $500,115 for Lightfighter Village from the MCLHTF and $1,929,046 for Greenfield Commons from the MCLHTF ($1,028,833) and Permanent Local Housing Allocation (PLHA) funds ($900,213).

The proposed actions recommended by staff address: 1) Updates to documentation associated with the original loans for the two projects that are needed for grant administration purposes; and 2) A proposed modification to the loans to address a funding gap on the Greenfield Commons project. See Discussion Below for details.

DISCUSSION:

Documentation Updates for Original Loans

In the Fall of 2024, the State Housing and Community Development Department (State HCD) determined that the loan documents utilizing the PLHA funds were not sufficient because the total amount of the loan for Greenfield Commons ($1,929,046) was reported to State HCD after the loan was given. The state requires the specific amount of that total coming from the PLHA funds ($900,213) be reported separately. Additional documentation associated with this loan requested by State HCD has been provided by staff. This action will help the County clear the loans that have already been provided for the Greenfield Commons project through State HCD. Staff is also requesting that as part of this action, an error is corrected in the Lightfighter Village and Greenfield Commons Board Resolutions. The loan documents for both projects have a loan origination fee of 0.5% of the original loan amount. However, the Board Resolutions 23-112 and 23-116 reference a loan origination fee of 2%. Staff is recommending a resolution correcting the amounts to be 0.5% consistent with the loan documents.

New Loan Modification Requested

In September 2025, EAH Housing contacted the County about the two projects. EAH Housing informed the County that they can pay back the $500,115 loan on Lightfighter Village, but that Greenfield Commons has funding shortages of $698,189 (see Attachment A). To address the funding shortage for Greenfield Commons, EAH Housing requests that the repaid loan amount for Lightfighter Village be reallocated to the Greenfield Commons project. If the loan for Lightfighter Village is paid back with principal, interest, and the 0.5% loan origination fee, the repaid loan amount would be approximately $542,500.

The staff recommendation is to provide a loan increase to EAH Housing for the Greenfield Commons project at an amount of approximately $552,552 but not to exceed $559,982. This amount is equal

to the approximate loan repayment for Lightfighter Village ($542,570) plus $9,982 that can still be allocated from PLHA funds into an affordable housing project. This would leave EAH Housing a balance of approximately $138,207 of the funding shortage on the Greenfield Commons project. EAH Housing would seek funding from other sources to address the shortage.

The County's loans will have 55-year terms, accrue interest at 3% per annum, and be repaid out of residual receipts. The County will assess a loan origination fee equal to 0.5% of the modified loan amount and an annual monitoring fee equal to 0.1% of the original loan amount. These are standard terms the County has used on loans for affordable housing projects. The County did not receive Regional Housing Needs Allocation credit for these units because building permits were issued by the cities of Marina and Greenfield.

OTHER AGENCY INVOLVEMENT:
County Counsel and State HCD Legal Counsel will review the Loan Agreements, Promissory Notes, Deed of Trusts, and Regulatory Agreement for consistency as to form and legality prior to the documents being executed by the Director of Housing and Community Development or his designee.

FINANCING:
The revenue and appropriation increase for Fund 013 (Community Development) shall use incoming Lightfighter Village loan repayment funds of an amount not to exceed $550,000 and PLHA funding of approximately $9,982, Unit 8545, Appropriations Unit HCD004.
There is no impact to the General Fund for this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Management of grant funds and loans that support the development of affordable housing in Monterey County supports the Boards strategic initiatives by improving the well-being and quality of life for low-income households and Veterans. Additionally, both projects have been designed with sustainability provisions included which promotes the Board's sustainable infrastructure goals.

Check the related Board of Supervisors Strategic Plan Goals:

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy
_____ Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>
Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig Spencer, Director of Housing & Community Development, x5233

The following attachment(s) are on file with the Clerk of the Board:
Attachment A - Greenfield Commons Cost Overruns, Development Budget

Introduced: 12/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Adopt a Resolution approving a not to exceed loan increase of $550,000 from the Monterey County Local Housing Trust Fund to Greenfield Commons EAH, L.P.;
b. Adopt a Resolution approving a not to exceed loan increase of $9,982 from the Permanent Local Housing Allocation grant to Greenfield Commons EAH, L.P.;
c. Adopt a Resolution approving the original loan of $1,929,046 to be separated out to $1,028,833 from the Monterey County Local Housing Trust Fund and $900,213 from the Permanent Local Housing Allocation grant;
d. Adopt a Resolution correcting the loan origination fee in Resolution 23-112 from 2% to 0.5% of the total loan;
e. Adopt a Resolution correcting the loan origination fee in Resolution 23-116 from 2% to 0.5% of the total loan;
f. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $550,000; and
g. Authorize the Director of Housing and Community Development or their designee to execute the Loan Agreements on behalf of the County.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Adopt a Resolution approving a not to exceed loan increase of $550,000 from the Monterey County Local Housing Trust Fund to Greenfield Commons EAH, L.P.;
b. Adopt a Resolution approving a not to exceed loan increase of $9,982 from the Permanent Local Housing Allocation grant to Greenfield Commons EAH, L.P.;
c. Adopt a Resolution approving the original loan of $1,929,046 to be separated out to $1,028,833 from the Monterey County Local Housing Trust Fund and $900,213 from the Permanent Local Housing Allocation grant;
d. Adopt a Resolution correcting the loan origination fee in Resolution 23-112 from 2% to 0.5% of the total loan;
e. Adopt a Resolution correcting the loan origination fee in Resolution 23-116 from 2% to 0.5% of the total loan;
f. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $550,000; and
g. Authorize the Director of Housing and Community Development or their designee to execute the Loan Agreements on behalf of the County.

SUMMARY:

In November 2022, the Board of Supervisors (Board) authorized the establishment of the Monterey County Local Housing Trust Fund (MCLHTF) and an application to the California Local Housing Trust Fund (LHTF) Matching Grant Program. When the County submitted its application to the state to establish the MCLHTF, it committed to funding the Greenfield Commons EAH, L.P. (Greenfield Commons) and Lightfighter Village, L.P. (Lightfighter Village) affordable housing projects. Greenfield Commons is a 100-unit, permanently affordable rental housing project in the city of Greenfield built by EAH Housing (a non-profit housing developer). Lightfighter Village is a 71-unit affordable housing apartment development in the City of Marina that was co-developed by EAH Housing and the Veterans Transition Center of California. Loans were approved by the Board in the amounts of $500,115 for Lightfighter Village from the MCLHTF and $1,929,046 for Greenfield Commons from the MCLHTF ($1,028,833) and Permanent Local Housing Allocation (PLHA) funds ($900,213).

The proposed actions recommended by staff address: 1) Updates to documentation associated with the original loans for the two projects that are needed for grant administration purposes; and 2) A proposed modification to the loans to address a funding gap on the Greenfield Commons project. See Discussion Below for details.

DISCUSSION:

Documentation Updates for Original Loans

In the Fall of 2024, the State Housing and Community Development Department (State HCD) determined that the loan documents utilizing the PLHA funds were not sufficient because the total amount of the loan for Greenfield Commons ($1,929,046) was reported to State HCD after the loan was given. The state requires the specific amount of that total coming from the PLHA funds ($900,213) be reported separately. Additional documentation associated with this loan requested by State HCD has been provided by staff. This action will help the County clear the loans that have already been provided for the Greenfield Commons project through State HCD. Staff is also requesting that as part of this action, an error is corrected in the Lightfighter Village and Greenfield Commons Board Resolutions. The loan documents for both projects have a loan origination fee of 0.5% of the original loan amount. However, the Board Resolutions 23-112 and 23-116 reference a loan origination fee of 2%. Staff is recommending a resolution correcting the amounts to be 0.5% consistent with the loan documents.

New Loan Modification Requested

In September 2025, EAH Housing contacted the County about the two projects. EAH Housing informed the County that they can pay back the $500,115 loan on Lightfighter Village, but that Greenfield Commons has funding shortages of $698,189 (see Attachment A). To address the funding shortage for Greenfield Commons, EAH Housing requests that the repaid loan amount for Lightfighter Village be reallocated to the Greenfield Commons project. If the loan for Lightfighter Village is paid back with principal, interest, and the 0.5% loan origination fee, the repaid loan amount would be approximately $542,500.

The staff recommendation is to provide a loan increase to EAH Housing for the Greenfield Commons project at an amount of approximately $552,552 but not to exceed $559,982. This amount is equal to the approximate loan repayment for Lightfighter Village ($542,570) plus $9,982 that can still be

allocated from PLHA funds into an affordable housing project. This would leave EAH Housing a balance of approximately $138,207 of the funding shortage on the Greenfield Commons project. EAH Housing would seek funding from other sources to address the shortage.

The County's loans will have 55-year terms, accrue interest at 3% per annum, and be repaid out of residual receipts. The County will assess a loan origination fee equal to 0.5% of the modified loan amount and an annual monitoring fee equal to 0.1% of the original loan amount. These are standard terms the County has used on loans for affordable housing projects. The County did not receive Regional Housing Needs Allocation credit for these units because building permits were issued by the cities of Marina and Greenfield.

OTHER AGENCY INVOLVEMENT:
County Counsel and State HCD Legal Counsel will review the Loan Agreements, Promissory Notes, Deed of Trusts, and Regulatory Agreement for consistency as to form and legality prior to the documents being executed by the Director of Housing and Community Development or his designee.

FINANCING:
The revenue and appropriation increase for Fund 013 (Community Development) shall use incoming Lightfighter Village loan repayment funds of an amount not to exceed $550,000 and PLHA funding of approximately $9,982, Unit 8545, Appropriations Unit HCD004.
There is no impact to the General Fund for this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Management of grant funds and loans that support the development of affordable housing in Monterey County supports the Boards strategic initiatives by improving the well-being and quality of life for low-income households and Veterans. Additionally, both projects have been designed with sustainability provisions included which promotes the Board's sustainable infrastructure goals.

Check the related Board of Supervisors Strategic Plan Goals:

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy
_____ Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>
Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig Spencer, Director of Housing & Community Development, x5233

The following attachment(s) are on file with the Clerk of the Board:
Attachment A - Greenfield Commons Cost Overruns, Development Budget

Attachment A

This page intentionally left blank.

GREENFIELD COMMONS COST OVERRUNS, DEVELOPMENT BUDGET

Cost Category	Contract Value Overage		Contingency Usage	Remaining Overage
Architecture	1,518,779	348,189	250,000	98,189
Hard Costs	61,161,363	1,800,000	1,600,000	200,000
Construction Loan Interest	5,718,230	660,000	330,000	330,000
Constr. Loan Extension Fee	-	45,000	45,000	-
Special Inspections & Testing	90,000	180,000	110,000	70,000
			TOTAL	**698,189**

This page intentionally left blank

Introduced: 12/22/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chair to execute a Landscape Maintenance Agreement between the County of Monterey and Andrew Gerard Tope for ongoing landscape maintenance within the County right-of-way.
b. Direct the Clerk of the Board to submit the executed Agreement to the Recorder for filing.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Approve and authorize the Chair to execute a Landscape Maintenance Agreement ("Agreement") between the County of Monterey and Andrew Gerard Tope for ongoing landscape maintenance within the County right-of-way.
b. Direct the Clerk of the Board to submit the executed Agreement to the Recorder for filing.

SUMMARY/DISCUSSION:
On November 15, 2022, Housing and Community Development (HCD) received a code violation complaint from the public indicating the property owner of Assessor's Parcel Number 139-021-001-000 for grading within the floodway and removal of vegetation without permits, including unpermitted use of the property by conducting business as a tree service company.

On December 20, 2022, HCD issued an administrative citation to the property owner following an inspection conducted on December 9, 2022. The citation outlined several on-site County code violations for grading on slopes of greater than 25% (Monterey County Code (MCC) section 14.04.020), having a trailer connected to unpermitted utilities (MCC section 18.01.090), storage of landscaping supplies (MCC section 18.00.020), construction of structures without permits for green houses over 240 square feet (MCC sections 18.01.090, 21.44.A), accessory structures (MCC section 18.01.090), fences over 6-feet, placement of materials and containers (MCC section 18.00.020), water and septic tanks and electrical added to accessory structures (MCC section 21.44.A). Additionally, the citation included off-site installation of trees and a secondary access driveway on River Road within public right of way (14.04.020).

On April 20, 2023, December 7, 2023, and December 12, 2023, HCD received additional code violation complaints from the public indicating unpermitted planting of trees within the public right-of-way along the frontage of the property at 225 River Road, Salinas (APN: 139-021-001-00).

The property owner is currently processing a design approval (DA240116) and construction permit (25CP01001) with the Housing and Community Development Department to legalize the use of the

property, all unpermitted structures and clear the existing on-site code enforcement violations.

To clear the off-site code violations, the owner applied for an Encroachment Permit Application (25EP0041) to construct and legalize the secondary driveway access in accordance with County standards and to allow the existing trees within the public right of way to remain in place, citing a need of enhanced privacy for the existing residence and noise reduction from River Road traffic. As a condition for allowing the tress to remain in County right of way, the owner agrees to enter into a landscape maintenance agreement with the County whereby the owner will conduct regular maintenance activities, at its own cost , and in accordance with the attached Maintenance Agreement (Attachment A) and/or as required by the Director of Public Works, Facilities and Parks (PWFP). The Agreement includes an indemnification and hold harmless provision, whereby the property owner agrees to immediately indemnify, defend, and hold County harmless from costs stemming from any third-party claim against the County based on its execution of the Agreement.

Staff has reviewed the request, conducted a site visit and found the location of planted trees in the County Road right-of-way would not obstruct the visibility of the traveling public. Therefore, based on staff review and with the intent to minimize liability to the County by establishing the maintenance agreement with the indemnification and hold harmless provision, staff recommends that the Board approves and authorize the Chair to execute the Landscape Maintenance Agreement.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the recommendation as to form. County Risk Management office has reviewed the insurance limits and endorsements for conformance with County requirements. HCD - Engineering Services staff coordinated with PWFP on this request.

FINANCING:
Staff costs to prepare this report are included in the FY2025-26 Adopted Budgets for Public Works, Facilities, and Parks and Housing and Community Development. PWFP Appropriation Unit PFP004, Unit 8558 and HCD Appropriation Unit HCD002, Unit 8543.

The cost of the Maintenance Agreement processing is funded with applicant fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Plans and Goals.

_X_ Well-Being and Quality of Life
__Sustainable Infrastructure for Present and Future
__Safe Resilient Communities
__ Diverse and Thriving Economy

Prepared by: Armando Fernandez, P.E., Senior Civil Engineer, HCD-Engineering Services
Reviewed by: Joshua Bowling, CBO, CCEO, Chief of Building Services, HCD
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Approved by: Craig Spencer, ACIP, Director of Housing and Community Development

The following attachment(s) are on file with the Clerk of the Board:
Attachment A - Tope Landscape Maintenance Agreement

Introduced: 12/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chair to execute a Landscape Maintenance Agreement between the County of Monterey and Andrew Gerard Tope for ongoing landscape maintenance within the County right-of-way.
b. Direct the Clerk of the Board to submit the executed Agreement to the Recorder for filing.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Approve and authorize the Chair to execute a Landscape Maintenance Agreement ("Agreement") between the County of Monterey and Andrew Gerard Tope for ongoing landscape maintenance within the County right-of-way.
b. Direct the Clerk of the Board to submit the executed Agreement to the Recorder for filing.

SUMMARY/DISCUSSION:
On November 15, 2022, Housing and Community Development (HCD) received a code violation complaint from the public indicating the property owner of Assessor's Parcel Number 139-021-001-000 for grading within the floodway and removal of vegetation without permits, including unpermitted use of the property by conducting business as a tree service company.

On December 20, 2022, HCD issued an administrative citation to the property owner following an inspection conducted on December 9, 2022. The citation outlined several on-site County code violations for grading on slopes of greater than 25% (Monterey County Code (MCC) section 14.04.020), having a trailer connected to unpermitted utilities (MCC section 18.01.090), storage of landscaping supplies (MCC section 18.00.020), construction of structures without permits for green houses over 240 square feet (MCC sections 18.01.090, 21.44.A), accessory structures (MCC section 18.01.090), fences over 6-feet, placement of materials and containers (MCC section 18.00.020), water and septic tanks and electrical added to accessory structures (MCC section 21.44.A). Additionally, the citation included off-site installation of trees and a secondary access driveway on River Road within public right of way (14.04.020).

On April 20, 2023, December 7, 2023, and December 12, 2023, HCD received additional code violation complaints from the public indicating unpermitted planting of trees within the public right-of-way along the frontage of the property at 225 River Road, Salinas (APN: 139-021-001-00).

The property owner is currently processing a design approval (DA240116) and construction permit (25CP01001) with the Housing and Community Development Department to legalize the use of the property, all unpermitted structures and clear the existing on-site code enforcement violations.

To clear the off-site code violations, the owner applied for an Encroachment Permit Application (25EP0041) to construct and legalize the secondary driveway access in accordance with County standards and to allow the existing trees within the public right of way to remain in place, citing a need of enhanced privacy for the existing residence and noise reduction from River Road traffic. As a condition for allowing the tress to remain in County right of way, the owner agrees to enter into a landscape maintenance agreement with the County whereby the owner will conduct regular maintenance activities, at its own cost , and in accordance with the attached Maintenance Agreement (Attachment A) and/or as required by the Director of Public Works, Facilities and Parks (PWFP). The Agreement includes an indemnification and hold harmless provision, whereby the property owner agrees to immediately indemnify, defend, and hold County harmless from costs stemming from any third-party claim against the County based on its execution of the Agreement.

Staff has reviewed the request, conducted a site visit and found the location of planted trees in the County Road right-of-way would not obstruct the visibility of the traveling public. Therefore, based on staff review and with the intent to minimize liability to the County by establishing the maintenance agreement with the indemnification and hold harmless provision, staff recommends that the Board approves and authorize the Chair to execute the Landscape Maintenance Agreement.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the recommendation as to form. County Risk Management office has reviewed the insurance limits and endorsements for conformance with County requirements. HCD - Engineering Services staff coordinated with PWFP on this request.

FINANCING:
Staff costs to prepare this report are included in the FY2025-26 Adopted Budgets for Public Works, Facilities, and Parks and Housing and Community Development. PWFP Appropriation Unit PFP004, Unit 8558 and HCD Appropriation Unit HCD002, Unit 8543.

The cost of the Maintenance Agreement processing is funded with applicant fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Plans and Goals.

_X_ Well-Being and Quality of Life
__Sustainable Infrastructure for Present and Future
__Safe Resilient Communities
__ Diverse and Thriving Economy

Prepared by: Armando Fernandez, P.E., Senior Civil Engineer, HCD-Engineering Services
Reviewed by: Joshua Bowling, CBO, CCEO, Chief of Building Services, HCD
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Approved by: Craig Spencer, ACIP, Director of Housing and Community Development

The following attachment(s) are on file with the Clerk of the Board:
Attachment A - Tope Landscape Maintenance Agreement

County of Monterey

Board Report

Legistar File Number: RES 26-004

Item No.

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

January 13, 2026

Introduced: 12/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

PLN250191 - FRANSCIONI ERMA A TR ET AL and JACKSON FAMILY INVESTMENTS LLC

Public Hearing to consider a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D). Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts 2012-07 and/or 2012-08. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres with these three adjusted parcels to remain under a new or amended Williamson Act Farmland Security Zone Contract or Contracts. Parcel D is not subject to a Williamson Act contract.

Project Location: 32070, 32080, 32176, and 32721 River Road, Soledad, CA 93960

Proposed CEQA Action: Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations (CCR) Section 15305 and that the revisions to the open space contracts under the Williamson Act qualifies for a Class 17 Categorical Exemption pursuant to CCR Section 15317, and there are no exceptions pursuant to CCR Section 15300.2

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Find that the minor Lot Line Adjustment qualifies for a Class 5 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations (CCR) Section 15305 and that the revisions to the open space contracts under the Williamson Act qualifies for a Class 17 Categorical Exemption pursuant to CCR Section 15317, and there are no exceptions pursuant to CCR Section 15300.2;
2. Approve a Lot Line Adjustment between four parcels containing 57.62 acres (Parcel C - Assessor's Parcel Number (APN) 216-023-014-000); 66.24 acres (Parcel A - APN 216-023-015-000); 53.90 acres (Parcel B - APN 216-023-017-000); and 167.89 acres - APN 216-023-006-000). The adjustment would result in four parcels containing 56.08 acres (adjusted Parcel C); 59.38 acres (adjusted Parcel A); 60.195 acres (adjusted Parcel B); and 169.96 acres (adjusted Parcel D).
3. Authorize the Chair of the Board to execute a new or amended Farmland Security Zone Contract or Contracts rescinding a portion of existing Farmland Security Zone (FSZ) Contract No. 2012-007 and FSZ Contract No. 2012-008 (Board of Supervisors Resolution No. 00-462) to reflect the newly reconfigured parcels, and simultaneously execute a new or amended FSZ Contract or Contracts

between the County and Gary Franscioni, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
4. Direct the Clerk of the Board to record the new or amended FSZ Contract or Contracts with the corresponding recording fees to be paid by the property owners.

SUMMARY:
Property owners Gary Franscioni and Jackson Family Investments LLC propose to adjust the boundaries between four lots west of River Road outside of the City of Gonzales. As stated in the application, the purpose of the Lot Line Adjustment is to align the parcels with the current agricultural use of the land. Three of the properties (Parcels A, B, and C) are owned by Franscioni and are subject to existing Williamson Act FSZ Contracts 2012-07 and/or 2012-08. The fourth parcel (Parcel D) is owned by Jackson Family Investments, LLC and is not subject to a Williamson Act contract. Adjusting the boundaries, size, shape and legal description of the properties under Williamson Act triggers the need to amend the Williamson Act contracts on the land. This action includes both the Lot Line Adjustment and amendments to the Williamson Act contracts.

This Lot Line Adjustment will transfer less than 10 acres between the 4 lots resulting in similar lot sizes and configurations. All properties are over 50 acres in size and will remain over 50 acres as adjusted. No new lots will be created. Department of Housing and Community Development (HCD) - Planning staff has reviewed the proposed Lot Line Adjustment and found it consistent with the applicable policies.

DISCUSSION:
Williamson Act Requirements
On December 12, 2000, pursuant to Board of Supervisors Resolution No. 00-462, the Board found and declared that:

> …as long as Government Code Section 51257 remains in effect, no proposed Lot Line Adjustment involving land under agricultural preserve contract pursuant to the Williamson Act shall be approved unless all of the findings enumerated in Government Code Section 51257 are made by the Board of Supervisors with respect to the agricultural preserve parcels proposed to be adjusted. (Board Resolution No. 00-462). **(Attachment F).**

To facilitate a Lot Line Adjustment of Williamson Act Lands, Government Code Section 51257 provides as follows:

> 51257.
> (a) To facilitate a Lot Line Adjustment, pursuant to subdivision (d) of Section 66412 […], the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:
> (1) The new contract or contracts would enforcibly restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
> (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to

this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
(4) After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
(5) The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
(6) The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.
(7) The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.
(b) Nothing in this section shall limit the authority of the Board or Council to enact additional conditions or restrictions on lot line adjustments.
(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.
(Amended by Stats. 2012, Ch. 128, Sec. 1. (AB 2680) Effective January 1, 2013.)

Proposed findings pursuant to Government Code Section 51257 are included in **Attachment A** - Draft Resolution and summarized below.

Pursuant to Government Code Section 51257 (a)(1), Parcels A, B, and C of the Lot Line Adjustment will be subject to a new or amended contract which will enforceably restrict the adjusted boundaries of the adjusted parcels for an initial term for at least as long as the unexpired term of the rescinded contract. Government Code Section 51257(a)(2) requires that there is no net decrease in the amount of the acreage restricted. However, following the adjustment there will be a 9.78 acre decrease in the amount of acreage restricted pursuant to Farmland Security Zone Contract No. 00-011.

Pursuant to Government Code Section 51257 (a)(3), Lot Line Adjustments involving land under Williamson Act Contract must meet the finding that 90 percent of the originally contracted acreage remains under the new contract. After the Lot Line Adjustment, at least 90 percent of the land under the former contract will remain under the new or amended contract.

Parcels A, B and C contain 177.76 acres total and are subject to Williamson Act Farmland Security Zone Contracts. Ninety percent (90%) of 177.76 acres is approximately 160 acres. As proposed, adjusted parcels A, B, and C will contain a total of 175.655 acres the amended Williamson Act Farmland Security Zone Contract. Parcel D is not subject to a Williamson Act contract currently and will not be subject to a new or amended contract as part of this project.

Pursuant to Government Code Section 51257(a)(4), adjusted Parcels A and C which will remain subject to Farmland Security Zone Contract No. 2012-007 as amended, and adjusted Parcel C which will remain subject to Farmland Security Zone Contract No. 2012-008 as amended, will all be large enough to sustain agricultural use, as defined in Government Code Section 51222 which provides as indicated below:

> 51222. The Legislature further declares that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

The smallest parcel resulting from the Lot Line Adjustment would be more than 56 acres in size. Additionally, the purpose of the Lot Line Adjustment is to reflect the agricultural uses already occurring on the property.

Pursuant to Government Code Section 51257(a)(5), the Lot Line Adjustment will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts. All parcels are actively farmed and only Parcel B has two structures on it. Pursuant to Government Code Section 51257(a)(6), the Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use. The Franscioni Living Trust has historically grown their wine vineyards along the property line of the Jackson Family Investments III LLC property and intends to continue their farming operation. The purpose of the proposed Lot Line Adjustment is to move the existing property line of Parcel 1 resulting in a transfer of acreage to Parcel 2 to be consistent with current farming operations.

Pursuant to Government Code Section 51257(a)(7), the Lot Line Adjustment will not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan. Four parcels exist currently and four parcels will exist after this Lot Line Adjustment. As noted on the Lot Line Adjustment Map, portions of the two parcels lie within the floodplain of the Salinas River which bisects Parcel 1 (**Attachment A, Exhibit 2**).

Monterey County Code:
The 2010 Monterey County General Plan, Policy LU-1.16, provides that lot line adjustments between or among lots that do not conform to minimum parcel size standards may be allowed if the resultant lots are consistent with all other General Plan policies, zoning, and building ordinances and the Lot Line Adjustment would:

(c) resolve a boundary issue between or among affected owners,
(g) better achieve the goals, policies and objectives of the General Plan and,
(h) facilitate Routine and Ongoing Agricultural activities.

This project does conform to the minimum parcel size in the Farmland, 40-acre minimum (F/40) zoning district. Jackson Family Investments III LLC has allowed The Franscioni Living Trust to grow their vineyards on a total of 177.76 acres of land adjacent to the Salinas River which is in the Floodway Zone “AE” according to the Flood Insurance Rate Map Community Panel (No. 06053C0360G) dated April 2, 2009, but the subject parcels are not within the Floodzone themselves. The proposed Lot Line Adjustment would resolve a boundary issue between Jackson Family Investments III LLC and The Franscioni Living Trust farming operations (LU-1.16(c)). No additional development is proposed with this lot line adjustment.

OTHER AGENCY INVOLVEMENT:
The project was reviewed by HCD - Planning, the Health Department - Environmental Health Bureau (EHB), the Gonzales Rural Fire Protection District and the Monterey County Agricultural Commissioner's (MCAC) Office. Conditions recommended by HCD-Planning have been incorporated into this permit. No comments were received from and no conditions were recommended by EHB, Gonzales Rural Fire Protection District or the MCAC's Office.

The Office of the County Counsel shall prepare a new or amended contract or contracts reflecting the changes to existing FSZ Contract No. 2012-007 and FSZ Contract No. 2012-008 as applicable to the reconfigured Williamson Act parcels. HCD-Planning, the County Surveyor, and the Assessor's Office will review the legal descriptions for the reconfigured parcels for accuracy upon receipt from the Applicants.

ADVISORY COMMITTEE:
The proposed project was reviewed by the Agricultural Advisory Committee (AAC) on November 20, 2025. The AAC unanimously recommended approval of the project without concerns by a vote of 7-0 with four members absent (**Attachment C**).

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development, General Fund 001, Appropriation Unit HCD002, Unit 8543. Recording fees for new or amended Williamson Act contracts will be the responsibility of the property owners.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A and B: Well-being and quality of life, and sustainable infrastructure for the present and future. The proposed lot line adjustment strives to provide consistency in agricultural usage of fields to prevent future potential negative impacts to the lands agricultural use or the overall quality of life for residents. It also enables the development of safe and resilient communities in its economic growth while further adhering to the requirements of the Williamson Act.

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

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>
Prepared by: Jordan Evans-Polockow, Assistant Planner, x7065
Approved by: Craig Spencer, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution
Exhibit 1 - Recommended Conditions of Approval
Exhibit 2 - Lot Line Adjustment Map
Attachment B - Vicinity Map
Attachment C - Agricultural Advisory Committee Minutes (November 20th, 2025)
Attachment D - Farmland Security Zone Contract No. 2012-007 (Board of Supervisors Resolution No. 00-462)
Attachment E - Farmland Security Zone Contract No. 2012-008 (Board of Supervisors Resolution No. 00-462)
Attachment F - Board Resolution No. 00-462

cc: Front Counter Copy; Gonzales Rural Fire Protection District; Environmental Health Bureau; Agricultural Commissioner's Office; Jordan Evans-Polockow, Planner; Craig Spencer, Director of Housing and Community Development; Agricultural Preservation Review Committee - Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office, Nadia Ochoa, Management Analyst, Agricultural Commissioner's Office, Mary Grace Perry, Deputy County Counsel, Office of the County Counsel; Franscioni Living Trust and Jackson Family Investments III LLC, Property Owners; Lynn Kovach, Agent; The Open Monterey Project; LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Planning File PLN250191

Attachment A

This page intentionally left blank.

Recording Requested By and
When Recorded, Return To:
Armando Fernandez

County of Monterey
Housing and Community
Development
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

THIS SPACE FOR RECORDER'S USE ONLY

No document fee pursuant to
Government Code §27383
APN: 139-021-001-000

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Agreement") is made and entered into, effective September _____, 2026 ("Effective Date"), by and between, the County of Monterey, a political subdivision of the State of California ("COUNTY"), and Andrew Gerard Tope property owner of parcel 139-021-001-000 (collectively, the "Parties") This Agreement is made with reference to the following facts and circumstances:

RECITALS

WHEREAS, Andrew Gerard Tope property owner of parcel 139-021-001-000 installed certain frontage landscape improvements (trees) within the Public Right of Way. The area in question is more particularly depicted in the attached Attachment A Exhibit A-Site Plan; and

WHEREAS, Andrew Gerard Tope desires to keep the trees in place and agrees to maintain them in a safe and clean condition, and in such a manner that it does not obstruct the free flow of traffic, cause sight distance issues, blocking traffic signs and signals or otherwise create a hazard for the public and as required by the Director of Public Works Facilities and Parks (PWFP); and

WHEREAS, Andrew Gerard Tope additionally agrees to conduct regular maintenance activities including but not limited those listed in the attached Attachment A Exhibit B-Schedule of Minimum Regular Landscape Maintenance Activities or as required by the Director of Public Works, Facilities and Parks (PWFP) and that no additional trees shall be planted along the frontage of the property; and

WHEREAS, the COUNTY desires to have the Andrew Gerard Tope maintain the trees, and if and when requested by the COUNTY, the trees in the COUNTY Right-of-way shall be removed or relocated by Andrew Gerard Tope at its sole cost and expense; and

WHEREAS, Andrew Gerard Tope agrees to accept, at its own cost and expense, all maintenance and trimming responsibilities for the trees located within the county road-right-of-way upon the date of approval of this Maintenance Agreement; and

WHEREAS, the traffic "signal ahead" sign with a yellow flashing beacon light in front of the property line shall be visible at all times and shall not be blocked by any tree or vegetation; and

WHEREAS, This Agreement shall run with the land, and the property owner is responsible for maintaining the trees in the COUNTY right-of-way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Maintenance of Planted Trees. The Parties agree that Andrew Gerard Tope will assume responsibility for the maintenance of the trees planted in the COUNTY right-of-way along the frontage of assessor's parcel number 139-021-001-000. Andrew Gerard Tope will undertake the regular maintenance at his own expense in accordance with the COUNTY standards or as required by the Director of Public Works, Facilities and Parks (PWFP), and minimum, but not limited to, maintenance activities as described in Attachment A, Exhibit B.

2. Indemnification & Hold Harmless: Andrew Gerard Tope shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees harmless from and against all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's 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 Andrew Gerard Tope's performance of this Agreement. The liability insurance must be an occurrence policy and have limits of at least $1,000,000 per occurrence and $2,000,000 in aggregate in accordance with the attached Attachment A, Exhibit C Certificate of Liability Insurance. To the extent maintenance, repair, trimming, or removal of the Trees requires t a motor vehicle or power equipment, Owner shall retain a duly licensed and insured contractor to perform such work. Prior to the commencement of any such contractor-performed work, Owner shall provide County with certificates of insurance and policy endorsements evidencing that the contractor maintains all insurance coverages and meets all insurance requirements under this Agreement. No contractor-performed work shall begin until County has received and approved the required certificates of insurance.

Signatures appear on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date shown above.

Andrew Gerard Tope

_____

Andrew Gerard Tope, Owner
Authorized Signatory

County of Monterey

_____

Chris Lopez
Chair Board of Supervisors

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,

STATE OF _____

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____ 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 capa County(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.

(Seal)

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,

STATE OF _____

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____ 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 capa County(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.

_____ (Seal)
Notary Public

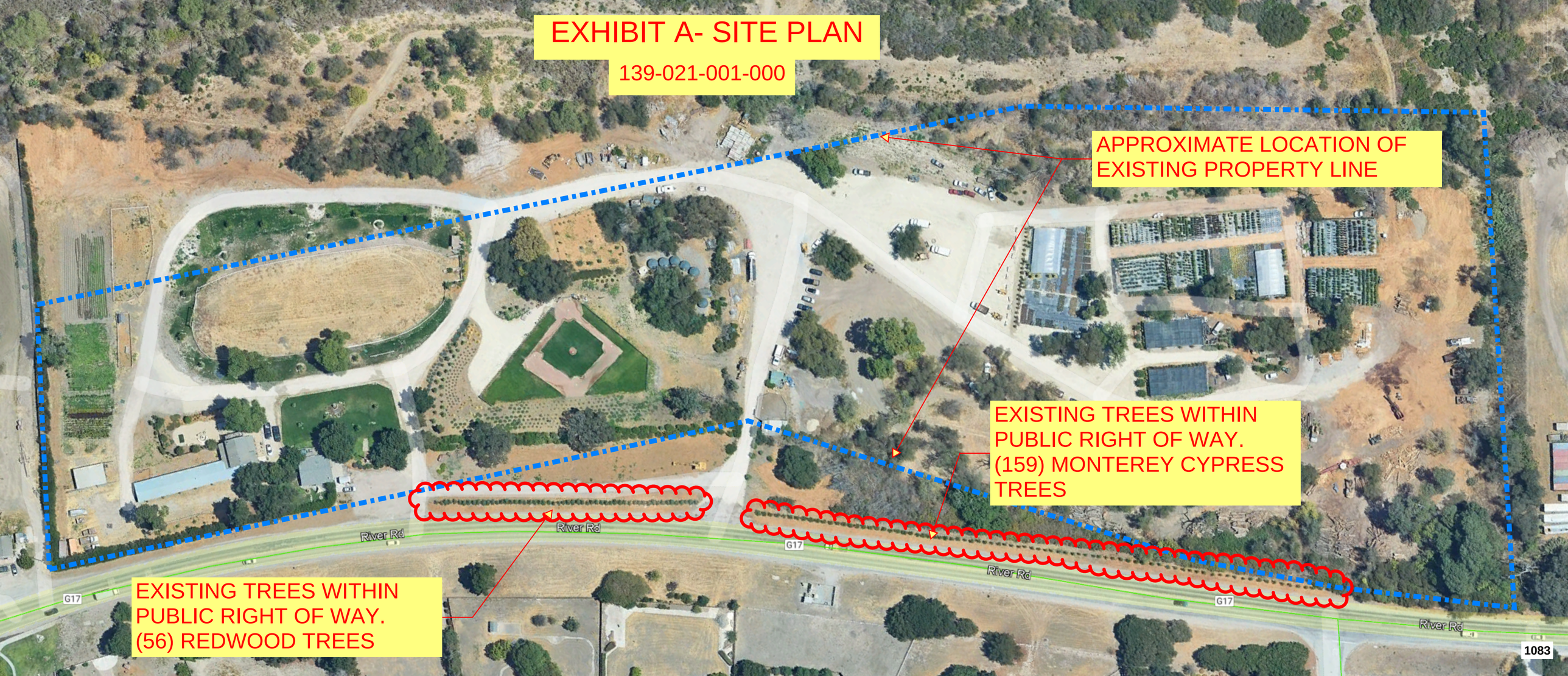


EXHIBIT A- SITE PLAN
139-021-001-000
APPROXIMATE LOCATION OF EXISTING PROPERTY LINE
EXISTING TREES WITHIN PUBLIC RIGHT OF WAY. (159) MONTEREY CYPRESS TREES
EXISTING TREES WITHIN PUBLIC RIGHT OF WAY. (56) REDWOOD TREES
River Rd
G17
1083

EXHIBIT "B"
SCHEDULE OF MINIMUM REGULAR LANDSCAPE MAINTENANCE ACTIVITIES
APN: 139-021-001-000

Andrew Gerard Tope agrees to the following minimum but not limited to the following maintenance activities within the public right of way in accordance with the Maintenance Agreement:

1. Trim trees to maintain a clear path for bicyclists and vehicles, and to prevent them from growing into overhead and underground power lines or other structures and appurtenances.

2. Remove dead or weak branches to prevent falling limbs that could pose a hazard.

3. Trimming of trees including limbs and branches shall be at minimum of 15 feet in height and 3 feet horizontal clearance from edge of pavement or as determined by the Director of Public Works, Facilities and Parks (PWFP).

4. Perform regular safety inspections of the premises and report any unsafe conditions to the COUNTY's representative.

5. Remove any trash or debris in and around the county road right-of-way surrounding the Premises.

6. Perform landscaping services on a regular basis and as needed, including but not limited to, the maintenance, periodic trimming, and pruning of trees, shrubs, and other vegetation, and trimming and shaping of trees and shrubs to maintain safe pedestrian access, road conditions, and visibility.

7. The traffic "signal ahead" sign with a yellow flashing beacon light in front of the property line shall be visible at all times and shall not be blocked by any tree or vegetation.

8. Other Landscape Maintenance Activities or as required by the Director of Public Works, Facilities and Parks (PWFP)

9. Should activities require traffic control or encroachment into any road traveled way, a separate Monterey County Encroachment Permit shall be required to cover that activity, separate and apart from this agreement.

10. Should the trees become incompatible with road usage, upon notice by the COUNTY, the property owner shall remove or relocate the trees at his/her SOLE EXPENSE to the satisfaction of the COUNTY.

EXHIBIT "C"
CERTIFICATE OF LIABILITY INSURANCE

TOPEAN2

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Monroe-Kelly Insurance Service 26465 Carmel Rancho Blvd #1 Carmel, CA 93923 Michael Kelly 831-624-6065	CONTACT NAME: Michael Kelly PHONE (A/C, No, Ext): 831-624-6065 FAX (A/C, No): E-MAIL ADDRESS: mike@mkisi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Burlington Insurance Company — 23620
INSURED Andrew Gerard Tope P.O. Box 51964 Pacific Grove, CA 93950	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		902B003947	12/11/2025	12/11/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, its officers, officials, employees, and volunteers are named Additional Insured, this insurance is Primary and Non-contributory.

Re: Parcel 139021001000, 225 River Road, Salinas, CA 93908

CERTIFICATE HOLDER

The County of Monterey
Department of Housing
and Community Development
1441 Schilling Place, 2nd Floo
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
Michael Kelly

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: **The County of Monterey, its officers, agents, officials, employees, and volunteers** **are named Additional Insured, this insurance is Primary and Non-contributory.** **Re: Parcel 139021001000, 225 River Road, Salinas, CA 93908**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

This page intentionally left blank

Introduced: 12/19/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with TK Elevator Corporation in an amount not to exceed $300,000 for elevator maintenance and repair services in County facilities;
b. Approve non-standard insurance and indemnification contract provisions as recommended by the Director of Public Works, Facilities and Parks; and
c. Authorize the Chief Contracts and Procurement Officer to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to three (3) additional amendments to this Agreement, extending the term of the agreement to match any term extension in the associated Sourcewell Contract 050224-TKE, where the additional costs of the Amendments in aggregate do not exceed 10 percent (10% or $30,000) of the original contract amount of $300,000, bringing the potential overall Agreement aggregate not to exceed amount to $330,000 even if no additional Agreements are entered into subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with TK Elevator Corporation in an amount not to exceed $300,000 for elevator maintenance and repair services in County facilities;
b. Approve non-standard insurance and indemnification contract provisions as recommended by the Director of Public Works, Facilities and Parks; and
c. Authorize the Chief Contracts and Procurement Officer to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to three (3) additional amendments to this Agreement, extending the term of the agreement to match any term extension in the associated Sourcewell Contract 050224-TKE, where the additional costs of the Amendments in aggregate do not exceed 10 percent (10% or $30,000) of the original contract amount of $300,000, bringing the potential overall Agreement aggregate not to exceed amount to $330,000 even if no additional Agreements are entered into subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

SUMMARY
Public Works, Facilities and Parks (PWFP) manages the service contract for elevator maintenance in all County facilities. The current contract with TK Elevator Corporation (TK Elevator) has expired

and a new contract is required to ensure State permit compliance. This new contract with TK Elevator was awarded based on a competitive solicitation award from Sourcewell.

DISCUSSION:
PWFP recommends executing a non-standard agreement with TK Elevator Corporation to provide elevator maintenance and repair services at County facilities. The County currently manages nineteen (19) elevators which require regular inspections and servicing to maintain State permits. Regular preventative maintenance ensures that elevators operate safely and efficiently and public access to critical services is not disrupted.

Services were procured under the competitively bid Sourcewell Contract #050224-TKE. As a member of the Sourcewell cooperative purchasing program, the County can take advantage of discount pricing available to public agencies. This agreement includes a twenty percent (20%) discount on hourly rates as a result of using the Sourcewell award.

TK Elevator agreed to keep the same non-standard insurance and indemnification terms as were approved by the Board in the previous contract. The negotiated terms are included in the agreement as Exhibit B.

OTHER AGENCY INVOLVEMENT:
This agreement includes non-standard mutual indemnification provisions which have been reviewed by the Office of the County Counsel-Risk Manager. The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved the agreement as to form and fiscal provisions, respectively.

FINANCING:
Costs associated with this agreement will be charged to General Fund 001, Facilities Services Appropriation Unit PFP054 for shared facilities, such as the Government Center and the Schilling buildings. These costs will run through the County-wide cost allocation plan (Cost Plan) and be reimbursed two years in arrears. Single use facilities will pay for repairs directly from their budgets. Scheduled annual inspections are estimated to cost $56,982 for calendar year 2026, with a three percent (3%) escalation annually. The budget will be reviewed for available funds prior to securing on-call services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement will enable the County to continue to meet all State elevator permit requirements and ensure accessibility in County facilities. This meets the County goals of providing exceptional facilities for residents, and providing for the maintenance of County infrastructure.

_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: John Snively, Administrative Operations Manager (831) 759-6617
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 - Agreement with TK Elevator

Introduced: 12/19/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with TK Elevator Corporation in an amount not to exceed $300,000 for elevator maintenance and repair services in County facilities;
b. Approve non-standard insurance and indemnification contract provisions as recommended by the Director of Public Works, Facilities and Parks; and
c. Authorize the Chief Contracts and Procurement Officer to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to three (3) additional amendments to this Agreement, extending the term of the agreement to match any term extension in the associated Sourcewell Contract 050224-TKE, where the additional costs of the Amendments in aggregate do not exceed 10 percent (10% or $30,000) of the original contract amount of $300,000, bringing the potential overall Agreement aggregate not to exceed amount to $330,000 even if no additional Agreements are entered into subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with TK Elevator Corporation in an amount not to exceed $300,000 for elevator maintenance and repair services in County facilities;
b. Approve non-standard insurance and indemnification contract provisions as recommended by the Director of Public Works, Facilities and Parks; and
c. Authorize the Chief Contracts and Procurement Officer to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to three (3) additional amendments to this Agreement, extending the term of the agreement to match any term extension in the associated Sourcewell Contract 050224-TKE, where the additional costs of the Amendments in aggregate do not exceed 10 percent (10% or $30,000) of the original contract amount of $300,000, bringing the potential overall Agreement aggregate not to exceed amount to $330,000 even if no additional Agreements are entered into subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

SUMMARY
Public Works, Facilities and Parks (PWFP) manages the service contract for elevator maintenance in all County facilities. The current contract with TK Elevator Corporation (TK Elevator) has expired

and a new contract is required to ensure State permit compliance. This new contract with TK Elevator was awarded based on a competitive solicitation award from Sourcewell.

DISCUSSION:
PWFP recommends executing a non-standard agreement with TK Elevator Corporation to provide elevator maintenance and repair services at County facilities. The County currently manages nineteen (19) elevators which require regular inspections and servicing to maintain State permits. Regular preventative maintenance ensures that elevators operate safely and efficiently and public access to critical services is not disrupted.

Services were procured under the competitively bid Sourcewell Contract #050224-TKE. As a member of the Sourcewell cooperative purchasing program, the County can take advantage of discount pricing available to public agencies. This agreement includes a twenty percent (20%) discount on hourly rates as a result of using the Sourcewell award.

TK Elevator agreed to keep the same non-standard insurance and indemnification terms as were approved by the Board in the previous contract. The negotiated terms are included in the agreement as Exhibit B.

OTHER AGENCY INVOLVEMENT:
This agreement includes non-standard mutual indemnification provisions which have been reviewed by the Office of the County Counsel-Risk Manager. The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved the agreement as to form and fiscal provisions, respectively.

FINANCING:
Costs associated with this agreement will be charged to General Fund 001, Facilities Services Appropriation Unit PFP054 for shared facilities, such as the Government Center and the Schilling buildings. These costs will run through the County-wide cost allocation plan (Cost Plan) and be reimbursed two years in arrears. Single use facilities will pay for repairs directly from their budgets. Scheduled annual inspections are estimated to cost $56,982 for calendar year 2026, with a three percent (3%) escalation annually. The budget will be reviewed for available funds prior to securing on-call services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement will enable the County to continue to meet all State elevator permit requirements and ensure accessibility in County facilities. This meets the County goals of providing exceptional facilities for residents, and providing for the maintenance of County infrastructure.

_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: John Snively, Administrative Operations Manager (831) 759-6617
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 - Agreement with TK Elevator

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TK Elevator Corporation

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: elevator maintenance and repair services at various facilities within the County, procured under Sourcewell Cooperative Contract 050224-TKE

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: **$** 300,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 13, 2026 to June 25, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Ins and Indemnification Revision

Exhibit C - Sourcewell Cooperative Contract 050224-TKE

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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 manag*~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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,

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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,

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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:**
John Snively Administrative Operations Manager	Craig Pearson
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901	
Address	Address
831-759-6617 I Snivelyjm@countyofmonterey.gov	510-697-8276 I craig.pearson@tkelevator.com
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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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 **********

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 0F98C5BE9B6F476...
County Counsel

Date: 12/17/2025 | 2:06 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 12/17/2025 | 2:59 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

TK Elevator Corporation
Contractor/Business Name *

By: Brian Wiley
(Signature of Chair, President, or Vice-President)

Brian Wiley-Supervisor of Service and Repair
Name and Title

Date: 12.15.25

By: Lisa A. Logan
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Lisa A. Logan, Contract Analyst
Name and Title

Date: 12/15/2025

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TK Elevator Corporation, hereinafter referred to as "CONTRACTOR"

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 in the coverage descriptions below:

A.1.1 CONTRACTOR shall provide elevator maintenance and repair services at various facilities within the County. Elevators to be serviced are defined herein under Section B.1, or as requested in writing by the County. The County may request in writing that services for additional elevators not identified under Section B.1 be provided under this Agreement.

A.1.2 Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, County agrees to obtain the assistance of the OEM and CONTRACTOR agrees to reimburse County for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the County's responsibility.

A.2 BRONZE LEVEL COVERAGE

A.2.1 SCOPE OF SERVICE: CONTRACTOR shall perform the following services:

- Examine County elevator equipment for optimum operation.
- Examine, clean and lubricate elevator controller, machine, motor and interlocks;
- Lubricate guide rails;
- Make minor adjustments during regular examinations; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

A.2.2 LIMITED PREVENTATIVE MAINTENANCE PLAN: CONTRACTOR shall furnish the necessary lubricants and cleaning materials excluding replacement of hydraulic fluid at no additional charge. Repair and/or replacement parts and labor are not included in this coverage and will be billed separately.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

A.2.3 SERVICE REQUESTS DURING NORMAL WORKING DAYS AND HOURS: CONTRACTOR shall respond to County's service requests during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays as listed in Section A.6, "Holidays"), and County agrees to pay the costs and any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at CONTRACTOR'S standard billing rates under Sourewell Agreement #080420-TKE.

A.2.4 AFTER HOURS SERVICE REQUESTS: CONTRACTOR shall respond to County's after-hours service requests and County agrees to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at CONTRACTOR'S "Overtime" billing rates. After-hours service requests are defined as any request requiring dispatch of a service technician(s) that if fulfilled before or after normal business working days and hours.

A.2.5 State Annual Testing and State Compliance Work are included in Bronze Level Coverage.

A.3 GOLD LEVEL COVERAGE

A.3.1 PREVENTATIVE MAINTENANCE PROGRAM: CONTRACTOR shall service County's equipment described in this Agreement on a regularly scheduled basis. Service visits shall be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). All work performed before or after normal business working days shall be considered "Overtime".

A.3.2 SCOPE OF SERVICE: CONTRACTOR shall examine County elevator equipment for optimum operation. CONTRACTOR'S examination, lubrication and adjustment shall cover the following components of County's elevator system:

- Control and landing position systems;
- Signal fixtures;
- Machines, drives, motors, governors, sheaves and wire ropes;
- Power units, pumps, valves and jacks;
- Car and hoistway door operating devices and door protection equipment;
- Loadweighers, car frames and platforms, and counterweights;
- Safety mechanisms;
- Lubricate equipment for smooth and efficient performance;

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

- Adjust elevator parts and components to maximize performance and safe operation; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

A.3.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT: CONTRACTOR shall provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support field operations. All replacement parts used in County equipment will be new or refurbished to meet the quality standard of CONTRACTOR. Most specialized parts are available within twenty-four (24) hours, seven days a week. CONTRACTOR shall relamp all signals as required (during regularly scheduled visits).

A.3.4 State Annual Testing and State Compliance Work are included in Gold Level Coverage.

A.4 PLATINUM LEVEL COVERAGE

A.4.1 PREVENTATIVE MAINTENANCE PROGRAM: CONTRACTOR shall service County's equipment described in this Agreement on a regularly scheduled basis. Service visits shall be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). All work performed before or after normal business working days shall be considered "Overtime".

A.4.2 SCOPE OF SERVICE: CONTRACTOR shall examine County elevator equipment for optimum operation. CONTRACTOR'S examination, lubrication and adjustment shall cover the following components of County's elevator system:

- Control and landing position systems;
- Signal fixtures;
- Machines, drives, motors, governors, sheaves and wire ropes;
- Power units, pumps, valves and jacks;
- Car and hoistway door operating devices and door protection equipment;
- Loadweighers, car frames and platforms, and counterweights;
- Safety mechanisms;
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

A.4.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT: CONTRACTOR shall provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support field operations. All replacement parts used in County equipment will be new or refurbished to meet the quality standard of CONTRACTOR. Most specialized parts are available within twenty-four (24) hours, seven days a week. CONTRACTOR shall relamp all signals as required (during regularly scheduled visits).

A.4.4 State Annual Testing and State Compliance Work are included in Platinum Level Coverage.

A.4.5 Service Requests are included in monthly fees at no additional charge. On Overtime Service Requests CONTRACTOR will absorb Regular Time costs for labor and County will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by CONTRACTOR. For reference, labor costs include travel time, travel expenses, and time spent on the job.

A.5 ITEMS NOT COVERED UNDER ABOVE SERVICE LEVELS

A.5.1 Cosmetic, construction or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist doorway panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling bulbs/tubes, mail line power switches, breakers, feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guard rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by CONTRACTOR, batteries for emergency lighting and lowering, air conditioners, heaters and ventilation fans.

A.5.2 CONTRACTOR shall not include repair due to vandalism in any maintenance package, and such repairs shall be billed to County at an additional cost.

A.5.3 Removal or retrieval of items unrelated to the operation of the unit(s) from the pit, machine room, or hoistway;

A.5.4 Dispatching of any technician that results in the discovery by that technician that the unit is either functioning on independent service or firefighters' service or that the unit is operating properly but the stop button or stop function has been engaged by others;

A.5.5 Any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following:

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the unit.

A.5.6 Any request or obligation to address any condition associated with a part or component *specifically* excluded or not covered elsewhere in this Agreement;

A.6 OTHER CONDITIONS

With the passage of time, equipment technology and designs will change. If any part or component of County's equipment covered under this Agreement cannot, in CONTRACTOR's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County shall be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component.

A.7 HOLIDAYS

The following Union observed holidays apply to this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Veterans Day
- Thanksgiving and Day After
- Christmas Day

A.7.1 When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on a Sunday, it shall be observed on Monday.

A.8 ADDITIONAL SERVICES AND LOCATIONS

A.8.1 Upon County's written notice to CONTRACTOR, County may add or remove elevator units and services as needed to this Agreement in order to maintain the safe operation of County facilities. At such time, the parties shall agree to pricing for any additional elevator units and or services.

A.8.2 ("Billable Work"). On all Billable Work County will be solely responsible for the cost of all parts or materials along with all labor invoiced at CONTRACTOR's Agreement billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $300,000 for the performance of all things, necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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.co.monterey.ca.us/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Table B.1-1 - MONTHLY MAINTENANCE
Includes State Annual Testing and State Compliance Work

Legal ID#	Department	Location	Coverage Description	Base Monthly Rate (Billed Quarterly)
151735	Social Services Department	1281 Broadway Avenue, Seaside	Bronze Level Coverage Oil and Grease Only	$312.96
55848	Monterey County Probation	1422 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
70369	Monterey County Probation	20 E. Alisal Street, Salinas	Gold Level Coverage Full Maintenance	$288.89
135924	Monterey County Government Center	168 W. Alisal Street, Salinas (Employee)	Gold Level Coverage Full Maintenance	$288.89
135917	Monterey County Government Center	168 W. Alisal Street, Salinas (#1 – Public Entrance)	Gold Level Coverage Full Maintenance	$288.89
135916	Monterey County Government Center	168 W. Alisal Street, Salinas (#2 – Public Entrance)	Gold Level Coverage Full Maintenance	$288.89
83826	Monterey County Sheriff's Department	1414 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
151691	Monterey County Health Department	1270 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
102917	Monterey County Schilling Annex	1441 Schilling Place, Salinas (PWFP)	Gold Level Coverage Full Maintenance	$312.96
92240	Monterey County Schilling Annex	1441 Schilling Place, Salinas (Elections)	Gold Level Coverage Full Maintenance	$312.96
108973	Monterey County Schilling Annex	1441 Schilling Place, Salinas	MAX PLUS	$12.04

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

		– Elections Warehouse		
179606	East West Building	142 W. Alisal Street, Salinas	Gold Level Coverage Full Maintenance	$288.89
186691	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Platinum Level Coverage	$312.96
186692	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Platinum Level Coverage	$312.96
186556	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186557	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186558	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186559	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
######	Behavioral Health Building	331 N. Sanborn Rd., Salinas	Gold Level Coverage Full Maintenance	$288.89

Note: Escalation at three percent (3%) annually (January 1 each year).

Table B.1-2 - OTHER RATES

Includes 20% Discount from CONTRACTOR's National Rates (San Jose Branch)

Mechanic Billing Rate (Standard)	$575.20
Mechanic Billing Rate (Overtime)	$977.60
Mechanic Billing Rate (Double Overtime)	$1,150.40
Helper Billing Rate (Standard)	$460.00
Helper Billing Rate (Double Overtime)	$920.00
Team Billing Rate (Standard)	$1,035.20
Team Billing Rate (Double Overtime)	$2,070.40

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

EXHIBIT B - INSURANCE AND INDEMNIFICATION MODIFICATION

Section 8.0 Indemnification is replaced with the following:

8.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all third-party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent occurring or resulting from the negligence or willful misconduct of CONTRACTOR, it employees, subcontractors or agents in the performance of this AGREEMENT.

8.2 County shall indemnify, defend, and hold harmless CONTRACTOR, its officers, agents and employees, from and against any all third-party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent occurring or resulting from the negligence or willful misconduct of County, including its employees, other contractors, or agents, in connection with this Agreement.

8.3 In no event shall either party be responsible for claims, liabilities or losses resulting from the other party's sole or gross negligence or willful misconduct. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.

8.4 In no event shall either party to this Agreement be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

Section 9.01 Evidence of Coverage is replaced with the following:

Prior to commencement of this Agreement, 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. Copies of CONTRACTOR's insurance policies shall be furnished only in the event of a claim and pursuant to proper discovery request.

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.

Section 9.03 Professional Liability Insurance is removed as it is not applicable to this Agreement scope of services.

Section 9.04 Other Requirements - Paragraph 1 is revised as follows:

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 during the active Agreement term or one (1) year after the termination of this Agreement, whichever is first, following the date CONTRACTOR completes its performance of services under this Agreement.

Sourcewell

Solicitation Number: RFP #050224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TK Elevator Corporation, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier's obligation to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, shall be limited to property damage and bodily injury claims only, and then, only to the extent of Supplier's own acts, omissions or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations in the performance of this Contract by the Supplier or its agents or employees. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In all cases involving the responsibility of more than one party, each party shall be liable in an amount proportionate to its share of negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event shall any party to this Contract be liable for consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional reasonable costs incurred by Sourcewell to the extent of Supplier's default and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/29/2024 | 8:48 PM CDT

TK Elevator Corporation

DocuSigned by:
Donna L. Sams
DF61D22042884CF...

By: _____

Marc McCabe

Title: National Account Manager

Date: 6/29/2024 | 7:56 PM EDT

RFP 050224 - Elevators

Vendor Details

Company Name:	TK Elevator Corporation
Does your company conduct business under any other name? If yes, please state:	Thyssenkrupp Elevator
Address:	3100 Interstate N Cir Se Atlanta, GA 30339
Contact:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Phone:	941-650-1636
HST#:	01-956-3621

Submission Details

Created On:	Friday April 05, 2024 09:27:52
Submitted On:	Thursday May 02, 2024 13:09:48
Submitted By:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Transaction #:	5e609c01-6f69-4544-941c-b6b128b0ef96
Submitter's IP Address:	72.185.97.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TK Elevator Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TK Elevator Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339	*
6	Proposer website address (or addresses):	https://www.tkelevator.com/us-en/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	MARC MCCABE National Account Manager Government contracts 941-650-1636	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MARC MCCABE National Account Manager Government contracts marc.mccabe@tkelevator.com 941-650-1636	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARSHAY FREEMAN National Accounts Coordinator, National Accounts quo-vadis.freeman@tkelevator.com 678-680-5156 ext.10770	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	

10	Provide a detailed description of the products, and services that you are offering in your proposal.	our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices acrossPa the U.S. and Canada. SoundNet serves TK Elevator and its affiliates 365 days a year. Manufacturing: TK Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl ,escaltors moving walks ect/.. Modernizations: TK Elevator is fully capable to modernize all types of vertical transportation. SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year. Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escaltoprs moving wsalks ect/.. Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation. Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Service: TK Elevator provides local and national service for all vertical transportation systems Consulting: Site Audits for contract compliance and Capital Planning.	*
11	What levels of service (material only, turnkey, other) are being proposed?	• TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract ***Please see attachment with Service Level Explanations***	*
12	Does the response include installation services?	Yes, Installation services are encompassed under this contract when the Sourcewell contract is presented as it is being used prior to the formulation of the proposal	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	TK Elevator employs their own internal installers who must adhere to the highest-level standards and expectations	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TK Elevator employes must go through a lengthy union apprenticeship program, continued education, technical training and continuous safety training to maintain their certificate as a mechanic and retain employment. TK is considered a preferred employer in the elevator industry and hires the best talent available.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Each New Install agreement is formulated per site as each site has different needs and must be formulated based on the site specifics. The agreement that is formulated complies with the T&C's of the Sourcewell agreement.	*
17	Describe your service programs and how your company works with agencies in providing service contracts.	TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract The below represents the process of providing a service contract. These are the typical steps in the formulation of the service contract but may not be limited to these steps. - initial meeting and dialogue with member regarding the needs of the member and key contract requirements. the initial meeting will include transitional planning to ensure a seamless service transition. - identification of portfolio equipment and points of contacts at site(s) -consultative surveys / site visits to provide a consultative approach to the equipment -proposal formulation & execution -transitional plan implementation -ongoing communication and meeting cadence to ensure successful contract implementation	

18	Describe how service calls are escalated in emergency situations, including response time.	emergency service calls / entrapments are given the highest priority. an entrapment is immediately dispatched to the on-call supervisor and GPS positioning identifies the closest mechanic to be dispatched to allow the best response time solution. typically response times are 30 minutes or less during regular business hours and 60 minutes or less during overtime hours for metropolitan areas. Response times can vary based on geographical location and exigent circumstances such as but not limited to - traffic, weather, and other unseem circumstances.
19	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Our ITS facility (research & development) offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing TK elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by TK are manufactured by our competitors. Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the over 135 branches across the Unites States. The average tenure of our mechanics is 12.5 years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part TK usually has a turnaround time of 72 hours to get the replacement part depending on the issue.
20	Describe your experience and process in regards to Modernization.	TK Elevator is fully capable to modernize all types of vertical transportation. We take a consultative approach to all modernizations allowing a site-specific scope to be formulated taking into consideration any components that could be retained as cost saving possibilities. Modernizations are conducted in-house with our teams of trained mechanics.

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
21	Elevators	(•) Yes ( ) No	All models and manufacturers
22	Escalators	(•) Yes ( ) No	All models and manufacturers
23	Moving Walkways	(•) Yes ( ) No	All models and manufacturers
24	Food and Material Lifts	(•) Yes ( ) No	All models and manufacturers
25	ADA-Compliant wheelchair lifts	(•) Yes ( ) No	All models and manufacturers
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	(•) Yes ( ) No	All models and manufacturers

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Maintenance - Is a not to exceed matrix based on union labor rates by location across North America and at a 20% reduction of our nationally posted maintenance billing rates. *** See Attached NTE Billable rates Pricing document**** Modernization - 5% below list pricing Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members. TK Elevator's large customer base with Sourcewell allows for deeper discounting and pricing considerations and this pricing provided is below pricing that is typically offered to other GPOs and cooperative procurement organizations or State Purchasing departments.

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing attachment is a Not to Exceed Pricing Schedule ***See Pricing Schedule*** • Sourcewell Billing Rates 2024 RFP #050224 - Elevators • Sourcewell Not to Exceed Pricing 2024 RFP #050224 - Elevators	*
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	New INSTALLATION RECEIVES A 5% DISCOUNT ON LIST PRICE Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	
30	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% MINUMUM discounted maintenance billing rates 5% discount off of list price for Modernization and new installation Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	*
31	Describe any quantity or volume discounts or rebate programs that you offer.	volume discounts on service / maintenance are based on the existing number of units that currently under the Sourcewell umbrella agreement. see below table 100-200 - 2% 201-400 - 4% 401-600 - 6 % 601 - 1600 - 7% 1601 - 2600 - 7.5% = existing unit count level 2600+ - 8% -	*
32	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	the pricing model established has provided very competitive do not exceed pricing as well as a a greatly discounted maintenance labor rate minimum (labor rates can be additionally discounted where applicable and able). Material price quotes shall be supplied as required.	*
33	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
34	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery would be similar to the Continental United States	*
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
37	Describe your payment terms and accepted payment methods.	• Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30. • Repair: 50% upon award, 50% upon completion of the work. • Construction: Progressively in line with percentage of completion. 10% retainage. • However, with advanced notice we can accommodate most any billing and collection terms • Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options.	*
38	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide leasing or financing options currently..	*
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Maintenance contracts shall utilize the Sourcewell Template maintenance contract - see attached - this contract can be revised through the ongoing negotiation with the member to best suit their needs	*
40	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	• Our local branch will send invoices to the location/member •National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options. •Credit Card Payments are acceptable as well with a 3% fee	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A singular point of contact in the National Accounts Department has been established to coordinate with the local branches to ensure that pricing meets the requirements of the master agreement. Should the member request an additional audit, the request would be made through that point of contact to verify in document compliance from the local branch. All contract before submission are review by National Accounts and our Vice Presidents of contract along with our account receivable department to ensure pricing is contract compliant and that the proper reporting will be made to Sourcewell. invoices will comply with the member needs regarding identification, scope of work, billing requirement, PO #, contracted pricing verification, etc.	*
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	o Proposed vs Award o Growth by Number of units o Growth by number of customers o Client satisfaction surveys (Net promoter scores) -	*
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	3% of the maintenance revenue received.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	

44	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	To us, Compliance is a central component of good corporate governance. It means much more than just obeying rules and regulations. It is a question of mindset. It concerns every one of us at TK Elevator, every day, everywhere. Values such as reliability, honesty, credibility, and integrity are not empty words to us, but permeate our corporate DNA. This is the standard we apply when developing our strategic compliance measures, creating a value culture which must be jointly supported and consistently lived by all employees – and in particular our managers. A written code of values provides the basis for our decisions. At TK Elevator this value culture is embedded in our Code of Conduct. The Executive Board has clearly stated its commitment for those values, rejecting compliance violations of all kinds. This unequivocal commitment is supported by various policies and regulations. TK Elevator stands for fair and straight business What's important to us is that our corporate philosophy is lived at all levels of the TK Elevator group in the interests of "good corporate governance." We strive to ensure that there are no systemic weaknesses and deficits, in the area of Compliance or anywhere else. At the same time we want to support entrepreneurial courage within a clearly defined framework. While it is part of our philosophy to take calculable entrepreneurial risks and make and accept mistakes, we will not take risks with Compliance. Deliberate violations of the law and internal rules are unacceptable both legally and in our understanding of Compliance. So we have three rules: We investigate all reports of legal violations and clarify the facts. Any violations identified are stopped immediately. All violations identified are systematically and appropriately sanctioned on the basis of a zero-tolerance policy. People make mistakes. If an employee who has unintentionally violated the law admits his mistake and seriously tries to make amends, he deserves a second chance – the circumstances of the concrete individual case permitting. This too is a question of value culture and fairness in our dealings with each other. TK Elevator stands for fair and straight business – this is the standard we resolutely pursue. We would rather sacrifice a contract than win it by breaking the rules.	*
45	What are your company's expectations in the event of an award?	Our expectation as an existing provider is to continue to grow both Sourcewell and our portfolios in providing unsurpassed services to our customers	*
46	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In its third full year of independence, TK Elevator achieved major strategic progress in repositioning for profitable future growth whilst simultaneously improving its operating performance significantly. In a continuously challenging environment with high inflation and increased interest rates, the company substantially improved key financial performance indicators in the 2022/23 financial year ending September 30, further adding to the significant progress realized since the carve-out in 2020. Order intake increased to €9.2 billion, FX adjusted year-on-year up by 2 percent. Sales rose to €8.9 billion, FX adjusted up by 6 percent, driven by double-digit growth in Modernization, high single-digit growth in Service and New Installation sales up low single digits. Despite negative FX effects and high inflation, the Adj. EBITDA increased to €1.3 billion, a year-on-year increase of 14 percent or more than €150 million and an increase of 24 percent or more than €250 million since the carve-out in the 2019/20 financial year. The group improved its Adj. EBITDA margin by more than one percentage point to a new high of 14.6 percent and continued to generate positive Free Cash Flow.	*
47	What is your US market share for the solutions that you are proposing?	US Market Share : 38%	*
48	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share : 40%	*
49	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. TK Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, TKM Elevator Corporation is a $3.8 billion company.	*

50	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TK Elevator does not have a dealer network; all products and services are performed and manufactured by TKE Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location	*
51	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	In the past 10 years TK Elevator has not had any suspensions or debarments.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
52	Describe any relevant industry awards or recognition that your company has received in the past five years.	TK Elevator has been included in the prestigious ‘A’ list by CDP for the fourth time in a row, recognizing its leadership role in corporate transparency and performance on climate change. The company also re-confirmed its Gold Medal in EcoVadis’ sustainability rating, now ranking in the top 2% of all assessed companies. TK Elevator has been included again in Sustainalytics’ 2024 Top-Rated ESG Companies List for the third year in a row. These top ratings honor TK Elevator’s continuous efforts to combat climate change and drive sustainable action.	*
53	What percentage of your sales are to the governmental sector in the past three years?	We currently maintain a Federal Service Supply contract for the next 20 years and have for the last 20 years. Approximately 23% of our maintenance is with federal. state, local and city government	*
54	What percentage of your sales are to the education sector in the past three years?	Education: 15%	*
55	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TK Elevator does business with multiple cooperative purchasing companies such as, Omnia, Vizient, Premier, Equalis and HealthTrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that TK elevator maintains. The release of any other customers’ information without their approval is against TK Elevator policy.	*
56	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - FSS 9M+ GSA - PBS 9M+	*

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	100+locations	Approximately 669k-Annually	*
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	148 locations	Approximately 3.2m-Annually	*
University	Education	Florida - FL	Vertical Transportation / Maintenance	138 units	Approximately 1m-Annually	*
University	Education	North Carolina - NC	Vertical Transportation / Maintenance	357 units	Approximately 1.3m-Annually	*
University	Education	Colorado - CO	Vertical Transportation / Maintenance	167 units	Approximately 313 k-Annually	*

Table 10: References/Testimonials

Line Item 58. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

59	Sales force.	TK Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. . Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available. Total number and location of sales persons employed by Supplier. • Pacific Northwest - 52 • California - 59 • Southwest - 47 • Midwest - 73 • Central US - 52 • South - 50 • Southeast - 53 • Florida - 56 • Mid-Atlantic - 48 • Northeast - 53 • TOTAL - 546 Sales employees In additional Our TK sales teams a dedicated National account department and dedicated support resources to include a National Account dedicated account manager assigned to Sourcewell that trains local offices and sales reps on the utilization of Sourcewell and sourcewell program implementation .	*
60	Service force.	With 25,000+ technicians operating from 1,000+ locations in 100+ countries, whenever you need us we've got you covered. And in case of emergency, our Service24 Centers are available around the clock to help keep business moving safely and efficiently.1.5mn+ Units under maintenance. 30%+ Third party equipment service 2mn+ Spare parts distributed p.a.	*
61	Dealer network or other distribution methods.	Services are scheduled and provided at a local branch level. Distribution of products will be managed at the local level, we have branches/locations in North America	*
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	TKE elevator has the size and resources to fully support the members and their vertical transportation needs TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	N/A	

64	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide Regular and Routine Maintenance 24/7 365. All maintenance programs are code compliant and if needed adjusted to meet our member needs. You can always count on our: • 2,600 highly-trained service technicians, experts in TKE and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 TKE call center, standing by to quickly take your call • Customer Portal, an online tool for managing your elevator account and placing service requests • Global network of engineers and experts, International Technical Services • Advanced diagnostic tools for communicating with TKE and third-party equipment • Predictive maintenance solution, MAX, which dramatically improves elevator uptime using Internet of Things (IoT) technology • Dedicated account managers, your point of contact for account-related issue • Capital planning services to help you budget for future expenses For an emergency such as an entrapment our goal is to get respond in 30 minutes or less, however due to locations outside of our control including but not limited to traffic, environment, location and access. hour during normal business hours, if not sooner. For an entrapment after normal business hours, we would strive for onsite response in less than 2 hours. For non-emergencies service requests during normal business hours, we should meet same day response. For non-emergency service requests after normal business hours, we will strive to provide response by the following business day.	*
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth. TK Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.	*
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	yes	
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TKE is able to service all areas of the US and Canada	*
69	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our services will be available to all participating entities	*
70	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no defined specific contract requirements or restrictions that would apply	*

Table 12: Marketing Plan

Line Item	Question	Response *	
71	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon Award we will schedule online training with all offices and supply them with the new materials to be able to discuss with entity's the Sourcewell program. • We will post on our social media site a link to the Sourcewell website. • Continued participation in trade shows within our industry posting placards stating that we are a supplier for Sourcewell. • Additionally, we will host a conference call with our District VPs to inform them of any changes that might have been made to our existing contract with Sourcewell.	*
72	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	• On our internal website we will post a link to all required documents and forms to sell these services to the membership. • On our social media site we will post a link to the Sourcewell Website • When participating in trade shows within our industry posting placards stating that we are a supplier for Sourcewell • Additionally, local meetings with BOMA and facilities management companies	*
73	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer Question Number 32.TKE, if awarded will send out an information package on any and all new information for Sourcewell to all of our branches. They will receive a copy of the contract and any training material needed. They will also receive the negotiated billing rates and labor rates. An aggressive training schedule will be established between National Accounts and the Regions to educate them on the Sourcewell processes and documentation. Our expectation of Sourcewell s role is promoting TKE and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an Sourcewell supplier, we would also expect the continued open line of communication between TKE and our customers.	*
74	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, there are many moving parts that require direct communication between the customer and TKE before services can be provided. Elevators are not a shelf type product, all services and products come directly from TKE and services are performed by TKE Employees.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
75	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Do to the elevator safety code requirement and reliability associated with elevators and escalators our training for the general public is limited to the in car or group panel operational switches. There is no charge for training on the proper usage of these switches for operational control.	*
76	Describe any technological advances that your proposed products or services offer.	TKE has created a destination control by called AGILE. Which moves passengers more efficiently with AGILE — our Destination Dispatch solution that boosts elevator performance, enhances passenger experiences, improves traffic flow and increases security. Leveraging state-of-the-art intelligent dispatching software, AGILE automatically gauges traffic and groups passengers together based on their destination. For passengers, this means fewer stops, less crowding and faster travel times. For building owners and managers, this means higher capacity, improved traffic flow and less wear and tear on their elevators. AGILE – Security Access is a low-cost solution that connects elevators to tenant databases to increase building security. This flexible solution can function independently or integrate with an existing security system to improve the safety of your tenants.	*

77	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a responsible company, we have set ambitious carbon reduction targets. We were able to increase the share of green electricity by 59% during the last year, significantly reduced our Scope 1 and 2 emissions over the last two years, and track progress with our robust environmental management system. As of 2021/22, 80% of our manufacturing centers were ISO 14001-certified and our ISO 50001-certified factories account for 82% of their energy consumption. All our sites collect energy and water consumption as well as waste data on a regular basis. We focus on waste reduction and aim to achieve zero landfill waste in our manufacturing facilities by 2026. We promote recycling waste and the reuse of packaging materials thereby contributing towards a circular economy. Our Innovation and Qualification Center (IQC) in Atlanta (Georgia), U.S., our manufacturing facility in Middleton (Tennessee), U.S., and our offices in Zhongshan (China) are LEED (“Leadership in Energy and Environmental Design”) Gold certified. Our elevator manufacturing site in Zhongshan (China) has been awarded LEED Silver certification. We will use 100% renewable electricity across global operations by 2030	*
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	At TK Elevator, “product safety” and “quality” go hand in hand. Both are deeply ingrained in our corporate culture. We believe that a rigorous, comprehensive approach to quality and product safety management is crucial for the long-term success of our business. It is one of the prerequisites for customers to be satisfied with and trust the products and services we offer them. It therefore fits that our materiality assessment identified “quality and product safety” as one of the most relevant topic. Product quality is an integral part of our zero-defect philosophy. We believe that every employee’s initiative and dedication are vital for inculcating a zero-defect culture across all our operations. It also has a very clear impact on our sustainability priorities. Consuming more resources to correct issues amplifies our negative impacts on the environment; conversely, increasing our products’ quality extends their lifespans.	
79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Understanding the environmental footprint of an elevator’s life cycle and being aware of the various ways to recycle components helps us to understand the overall environmental impact of our products, as well as to optimize R&D processes – and ultimately the design of our products. To ensure transparency regarding our products, we publish Environmental Product Declarations (EPDs) and communicate the results of the Life Cycle Assessments to the public. We help our customers meet their sustainability goals and obtain green building certifications, such as LEED and BREEAM. These are designed to enhance living and working conditions in buildings, protect natural resources and raise property values for all stakeholders, while also meeting tough sustainability standards. We offer products and solutions to meet building certification standards. Our experts for sustainable building provide comprehensive consulting services. We have trained more than 200 accredited LEED Green Associates and BREEAM Associate Experts. In all our main markets we have EPDs registered for a wide range of our elevators. The upstream production phase as well as the usage phase have the highest impact on the environmental performance of our products. At the end of our products’ life, steel components are recyclable which can provide a substantial improvement of its environmental impact. Other stages of the life cycle of our products, including transportation, installation and service, play a less significant role in terms of the environmental impact. By maximizing energy and resource efficiency we are significantly reducing the emissions and environmental impact of buildings. Taking the steps to increase sustainability is a top priority in our product development. Part of our product portfolio qualifies for the highest energy efficiency rating (Class A as defined by ISO 25745-2 for elevators, and Class A+++ according to ISO 25745-3 escalators). With our modernization solutions, we reduce the use of materials and energy in buildings	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	We support communities in cities around the world through volunteering or providing financial aid to selected entrepreneurship projects, as well as by donating to healthcare providers facing challenges as a result of the corona pandemic. Youth unemployment is a global challenge. Around 270 million young people worldwide are currently not being employed, educated, or trained. TK Elevator is committed to supporting young people with challenging backgrounds by helping them becoming employable and independent adults. Since 2017 we have partnered with SOS Children’s Villages to fight youth unemployment. About 600 young people were trained through the support of 200 TK Elevator volunteers. Our employees act as instructors, mentors and also as role models for young people.	*

81	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Here at TK Elevator we say, “we engineer confidence.” We take this statement seriously. Over 10,000 manufacturing, installation, service, repair, sales and management professionals work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely. From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry. As the largest producer of elevators in the Americas with over 135 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment. When something does go wrong, you want to know someone is there to help. That’s why TK Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds. Our local team is ready to assist you in making sound decisions about your needs and systems	*
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	At TK Elevator, we’re driving the revolution in elevator technologies and services. We’ve re-imagined the elevator, 160 years after its invention, by replacing its ropes with linear motors. In the process, we’ve opened the door to new possibilities – in all directions! We have Created THE WORLD'S FIRST ROPE-FREE ELEVATOR. MULTI harnesses the power of linear motor technology to move multiple cars in a single shaft both vertically and horizontally!	

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
83	Do your warranties cover all products, parts, and labor?	Yes, if installed by TKE and if we currently maintain the equipment under a full maintenance contract.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TKE shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement or equipment not under TKE service	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, TKE can provide a certified technician in all regions.	*
87	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	TK Elevator will cover warranty service or proposed installed and maintained or under service by TK Elevator.	*
88	What are your proposed exchange and return programs and policies?	No, TKE does not exchange or return parts or equipment.	*
89	Describe any service contract options for the items included in your proposal.	TK elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance. • Bronze • Gold • Platinum • Platinum Premier	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	TK Elevator approach to providing both maintains and repair to system under service is both proactive and predictive maintenance. Years of identifying failure rates for individual components gives us the ability to adjust reoccurring maintenance of those component or to replace the components before failure. Unfortunately, in some cases a repair will need to be made where a unit is not operating, Because of our information data base we are well stocked with those components / parts locally and nationally to have the unit operational as soon as possible.	
91	How does your elevator dispatch system adapt to different trafic patterns and peak usage time to ensure optimal performance and user satisfaction?	We have a 24/7 dedicated dispatch team .	

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
92	Describe any performance standards or guarantees that apply to your services	Please see the attached Sourcewell contract template in regard to the performance standards that are contractually obligated. The MCP that the template is using is an extensive checklist to maintain industry performance standards within industry standards	*
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Internally we conduct quality audits on sites as well as accountability regarding routing and missed visits for units under the MCP. operation managers are graded on their performance in providing the contracted services for each unit under their umbrella. Additional quarterly Business reviews are commonly conducted for Sourcewell customers with KPIOs reviewed to determine any areas of concern.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Not to Exceed Pricing & Billing rates TK 050224 - 2024 - 2027.xlsx - Wednesday May 01, 2024 20:41:06
- Financial Strength and Stability - 230427_Press release TK Elevator Sustainability Report.pdf - Thursday May 02, 2024 13:08:46
- Marketing Plan/Samples - TKE Company Brochure.pdf - Thursday May 02, 2024 12:34:50
- WMBE/MBE/SBE or Related Certificates - Minority Owned Spend FY22.pdf - Wednesday May 01, 2024 20:02:50
- Warranty Information - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:09
- Standard Transaction Document Samples - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:37
- Requested Exceptions - 2024 RFP_050224_Elevators_Contract_Template RL by DLS 4.19.24.docx - Wednesday May 01, 2024 20:42:46
- Upload Additional Document - EOX Brochure.pdf - Thursday May 02, 2024 12:35:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marc McCabe, National Account Manager , TK Elevator Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	☑	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	☑	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	☑	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	☑	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	☑	1

SOURCEWELL AND
TK ELEVATOR (CANADA) LIMITED
ADOPTION AGREEMENT

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. ("Sourcewell") and **TK Elevator (Canada) Limited**, 2075 Kennedy Road, Suite 600, Scarborough, ON M1T 3V3 ("TK Canada"), dated as of the last signature below (the "Effective Date") adopts and incorporates by reference all of the terms and conditions of the Master Agreement #050224-TKE between **TK Elevator Corporation** and Sourcewell effective June 29, 2024 (the "Contract").

Sourcewell and **TK Elevator Corporation** are parties to the Contract pursuant to which **TK Elevator Corporation** provides equipment, products, or services to Sourcewell Participating Entities in the United States. **TK Elevator (Canada) Limited** wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **TK Elevator (Canada) Limited** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **TK Elevator (Canada) Limited** will be considered "Supplier" under the Contract.

A. Ratification**.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.

B. Conflict. In the event of any conflict between the terms of the Contract, any previous amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

will be delivered and invoiced by **TK Elevator (Canada) Limited**.

B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:

1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.

2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.

C. **Insurance.** Both parties agree that for services in Canada, TK Elevator (Canada) Limited shall provide insurance limits in Canadian dollars.

D. **Government Data Practices.** For service provided in Canada only: Supplier will follow the laws of the territory or province where the project is located.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/10/2025 | 12:17 PM CDT

TK Elevator (Canada) Limited

DocuSigned by: Christopher Barbeau B759B4C25C924FC...

By: _____

Printed Name: Christopher Barbeau

Title: Vice President, Sales

Date: 6/11/2025 | 7:33 AM MDT

County of Monterey

Board Report

Legistar File Number: 26-021

Item No.34

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

January 13, 2026

Introduced: 1/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Added Item No. 2.1 under Ceremonial Resolutions

Attached a revised Board Report to Item No. 32 under Consent - Housing and Community Development

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TK Elevator Corporation

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: elevator maintenance and repair services at various facilities within the County, procured under Sourcewell Cooperative Contract 050224-TKE

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: **$** 300,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 13, 2026 to June 25, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Ins and Indemnification Revision

Exhibit C - Sourcewell Cooperative Contract 050224-TKE

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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 manag*~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.~~ See Exhibit B - Insurance and Indemnification Modifications for Replacement Language

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,

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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,

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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:**
John Snively Administrative Operations Manager	Craig Pearson
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901	
Address	Address
831-759-6617 I Snivelyjm@countyofmonterey.gov	510-697-8276 I craig.pearson@tkelevator.com
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

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

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 **********

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 0F98C5BE9B6F476...
County Counsel

Date: 12/17/2025 | 2:06 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 12/17/2025 | 2:59 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

TK Elevator Corporation
Contractor/Business Name *

By: Brian Wiley
(Signature of Chair, President, or Vice-President)

Brian Wiley-Supervisor of Service and Repair
Name and Title

Date: 12.15.25

By: Lisa A. Logan
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Lisa A. Logan, Contract Analyst
Name and Title

Date: 12/15/2025

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TK Elevator Corporation, hereinafter referred to as "CONTRACTOR"

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 in the coverage descriptions below:

A.1.1 CONTRACTOR shall provide elevator maintenance and repair services at various facilities within the County. Elevators to be serviced are defined herein under Section B.1, or as requested in writing by the County. The County may request in writing that services for additional elevators not identified under Section B.1 be provided under this Agreement.

A.1.2 Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, County agrees to obtain the assistance of the OEM and CONTRACTOR agrees to reimburse County for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the County's responsibility.

A.2 BRONZE LEVEL COVERAGE

A.2.1 SCOPE OF SERVICE: CONTRACTOR shall perform the following services:

- Examine County elevator equipment for optimum operation.
- Examine, clean and lubricate elevator controller, machine, motor and interlocks;
- Lubricate guide rails;
- Make minor adjustments during regular examinations; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

A.2.2 LIMITED PREVENTATIVE MAINTENANCE PLAN: CONTRACTOR shall furnish the necessary lubricants and cleaning materials excluding replacement of hydraulic fluid at no additional charge. Repair and/or replacement parts and labor are not included in this coverage and will be billed separately.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

A.2.3 SERVICE REQUESTS DURING NORMAL WORKING DAYS AND HOURS: CONTRACTOR shall respond to County's service requests during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays as listed in Section A.6, "Holidays"), and County agrees to pay the costs and any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at CONTRACTOR'S standard billing rates under Sourewell Agreement #080420-TKE.

A.2.4 AFTER HOURS SERVICE REQUESTS: CONTRACTOR shall respond to County's after-hours service requests and County agrees to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at CONTRACTOR'S "Overtime" billing rates. After-hours service requests are defined as any request requiring dispatch of a service technician(s) that if fulfilled before or after normal business working days and hours.

A.2.5 State Annual Testing and State Compliance Work are included in Bronze Level Coverage.

A.3 GOLD LEVEL COVERAGE

A.3.1 PREVENTATIVE MAINTENANCE PROGRAM: CONTRACTOR shall service County's equipment described in this Agreement on a regularly scheduled basis. Service visits shall be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). All work performed before or after normal business working days shall be considered "Overtime".

A.3.2 SCOPE OF SERVICE: CONTRACTOR shall examine County elevator equipment for optimum operation. CONTRACTOR'S examination, lubrication and adjustment shall cover the following components of County's elevator system:

- Control and landing position systems;
- Signal fixtures;
- Machines, drives, motors, governors, sheaves and wire ropes;
- Power units, pumps, valves and jacks;
- Car and hoistway door operating devices and door protection equipment;
- Loadweighers, car frames and platforms, and counterweights;
- Safety mechanisms;
- Lubricate equipment for smooth and efficient performance;

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

- Adjust elevator parts and components to maximize performance and safe operation; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

A.3.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT: CONTRACTOR shall provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support field operations. All replacement parts used in County equipment will be new or refurbished to meet the quality standard of CONTRACTOR. Most specialized parts are available within twenty-four (24) hours, seven days a week. CONTRACTOR shall relamp all signals as required (during regularly scheduled visits).

A.3.4 State Annual Testing and State Compliance Work are included in Gold Level Coverage.

A.4 PLATINUM LEVEL COVERAGE

A.4.1 PREVENTATIVE MAINTENANCE PROGRAM: CONTRACTOR shall service County's equipment described in this Agreement on a regularly scheduled basis. Service visits shall be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). All work performed before or after normal business working days shall be considered "Overtime".

A.4.2 SCOPE OF SERVICE: CONTRACTOR shall examine County elevator equipment for optimum operation. CONTRACTOR'S examination, lubrication and adjustment shall cover the following components of County's elevator system:

- Control and landing position systems;
- Signal fixtures;
- Machines, drives, motors, governors, sheaves and wire ropes;
- Power units, pumps, valves and jacks;
- Car and hoistway door operating devices and door protection equipment;
- Loadweighers, car frames and platforms, and counterweights;
- Safety mechanisms;
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and
- Document all work performed on maintenance tasks and record logs provided with each controller.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

A.4.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT: CONTRACTOR shall provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support field operations. All replacement parts used in County equipment will be new or refurbished to meet the quality standard of CONTRACTOR. Most specialized parts are available within twenty-four (24) hours, seven days a week. CONTRACTOR shall relamp all signals as required (during regularly scheduled visits).

A.4.4 State Annual Testing and State Compliance Work are included in Platinum Level Coverage.

A.4.5 Service Requests are included in monthly fees at no additional charge. On Overtime Service Requests CONTRACTOR will absorb Regular Time costs for labor and County will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by CONTRACTOR. For reference, labor costs include travel time, travel expenses, and time spent on the job.

A.5 ITEMS NOT COVERED UNDER ABOVE SERVICE LEVELS

A.5.1 Cosmetic, construction or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist doorway panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling bulbs/tubes, mail line power switches, breakers, feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guard rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by CONTRACTOR, batteries for emergency lighting and lowering, air conditioners, heaters and ventilation fans.

A.5.2 CONTRACTOR shall not include repair due to vandalism in any maintenance package, and such repairs shall be billed to County at an additional cost.

A.5.3 Removal or retrieval of items unrelated to the operation of the unit(s) from the pit, machine room, or hoistway;

A.5.4 Dispatching of any technician that results in the discovery by that technician that the unit is either functioning on independent service or firefighters' service or that the unit is operating properly but the stop button or stop function has been engaged by others;

A.5.5 Any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following:

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the unit.

A.5.6 Any request or obligation to address any condition associated with a part or component *specifically* excluded or not covered elsewhere in this Agreement;

A.6 OTHER CONDITIONS

With the passage of time, equipment technology and designs will change. If any part or component of County's equipment covered under this Agreement cannot, in CONTRACTOR's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County shall be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component.

A.7 HOLIDAYS

The following Union observed holidays apply to this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Veterans Day
- Thanksgiving and Day After
- Christmas Day

A.7.1 When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on a Sunday, it shall be observed on Monday.

A.8 ADDITIONAL SERVICES AND LOCATIONS

A.8.1 Upon County's written notice to CONTRACTOR, County may add or remove elevator units and services as needed to this Agreement in order to maintain the safe operation of County facilities. At such time, the parties shall agree to pricing for any additional elevator units and or services.

A.8.2 ("Billable Work"). On all Billable Work County will be solely responsible for the cost of all parts or materials along with all labor invoiced at CONTRACTOR's Agreement billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $300,000 for the performance of all things, necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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.co.monterey.ca.us/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Table B.1-1 - MONTHLY MAINTENANCE
Includes State Annual Testing and State Compliance Work

Legal ID#	Department	Location	Coverage Description	Base Monthly Rate (Billed Quarterly)
151735	Social Services Department	1281 Broadway Avenue, Seaside	Bronze Level Coverage Oil and Grease Only	$312.96
55848	Monterey County Probation	1422 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
70369	Monterey County Probation	20 E. Alisal Street, Salinas	Gold Level Coverage Full Maintenance	$288.89
135924	Monterey County Government Center	168 W. Alisal Street, Salinas (Employee)	Gold Level Coverage Full Maintenance	$288.89
135917	Monterey County Government Center	168 W. Alisal Street, Salinas (#1 – Public Entrance)	Gold Level Coverage Full Maintenance	$288.89
135916	Monterey County Government Center	168 W. Alisal Street, Salinas (#2 – Public Entrance)	Gold Level Coverage Full Maintenance	$288.89
83826	Monterey County Sheriff's Department	1414 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
151691	Monterey County Health Department	1270 Natividad Road, Salinas	Gold Level Coverage Full Maintenance	$288.89
102917	Monterey County Schilling Annex	1441 Schilling Place, Salinas (PWFP)	Gold Level Coverage Full Maintenance	$312.96
92240	Monterey County Schilling Annex	1441 Schilling Place, Salinas (Elections)	Gold Level Coverage Full Maintenance	$312.96
108973	Monterey County Schilling Annex	1441 Schilling Place, Salinas	MAX PLUS	$12.04

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

		– Elections Warehouse		
179606	East West Building	142 W. Alisal Street, Salinas	Gold Level Coverage Full Maintenance	$288.89
186691	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Platinum Level Coverage	$312.96
186692	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Platinum Level Coverage	$312.96
186556	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186557	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186558	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
186559	Sheriff's Office Jail Housing Addition	1410 Natividad Rd., Salinas	Bronze Level Coverage Oil and Grease Only	$108.33
######	Behavioral Health Building	331 N. Sanborn Rd., Salinas	Gold Level Coverage Full Maintenance	$288.89

Note: Escalation at three percent (3%) annually (January 1 each year).

Table B.1-2 - OTHER RATES

Includes 20% Discount from CONTRACTOR's National Rates (San Jose Branch)

Mechanic Billing Rate (Standard)	$575.20
Mechanic Billing Rate (Overtime)	$977.60
Mechanic Billing Rate (Double Overtime)	$1,150.40
Helper Billing Rate (Standard)	$460.00
Helper Billing Rate (Double Overtime)	$920.00
Team Billing Rate (Standard)	$1,035.20
Team Billing Rate (Double Overtime)	$2,070.40

Docusign Envelope ID: 94DD7B6F-3BF5-457A-ACCA-F6662AD0E21A

EXHIBIT B - INSURANCE AND INDEMNIFICATION MODIFICATION

Section 8.0 Indemnification is replaced with the following:

8.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all third-party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent occurring or resulting from the negligence or willful misconduct of CONTRACTOR, it employees, subcontractors or agents in the performance of this AGREEMENT.

8.2 County shall indemnify, defend, and hold harmless CONTRACTOR, its officers, agents and employees, from and against any all third-party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent occurring or resulting from the negligence or willful misconduct of County, including its employees, other contractors, or agents, in connection with this Agreement.

8.3 In no event shall either party be responsible for claims, liabilities or losses resulting from the other party's sole or gross negligence or willful misconduct. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.

8.4 In no event shall either party to this Agreement be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

Section 9.01 Evidence of Coverage is replaced with the following:

Prior to commencement of this Agreement, 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. Copies of CONTRACTOR's insurance policies shall be furnished only in the event of a claim and pursuant to proper discovery request.

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.

Section 9.03 Professional Liability Insurance is removed as it is not applicable to this Agreement scope of services.

Section 9.04 Other Requirements - Paragraph 1 is revised as follows:

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 during the active Agreement term or one (1) year after the termination of this Agreement, whichever is first, following the date CONTRACTOR completes its performance of services under this Agreement.

Sourcewell

Solicitation Number: RFP #050224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TK Elevator Corporation, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier's obligation to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, shall be limited to property damage and bodily injury claims only, and then, only to the extent of Supplier's own acts, omissions or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations in the performance of this Contract by the Supplier or its agents or employees. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In all cases involving the responsibility of more than one party, each party shall be liable in an amount proportionate to its share of negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event shall any party to this Contract be liable for consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional reasonable costs incurred by Sourcewell to the extent of Supplier's default and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/29/2024 | 8:48 PM CDT

TK Elevator Corporation

DocuSigned by:
Donna L. Sams
DF61D22042884CF...

By: _____

Marc McCabe

Title: National Account Manager

Date: 6/29/2024 | 7:56 PM EDT

RFP 050224 - Elevators

Vendor Details

Company Name:	TK Elevator Corporation
Does your company conduct business under any other name? If yes, please state:	Thyssenkrupp Elevator
Address:	3100 Interstate N Cir Se Atlanta, GA 30339
Contact:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Phone:	941-650-1636
HST#:	01-956-3621

Submission Details

Created On:	Friday April 05, 2024 09:27:52
Submitted On:	Thursday May 02, 2024 13:09:48
Submitted By:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Transaction #:	5e609c01-6f69-4544-941c-b6b128b0ef96
Submitter's IP Address:	72.185.97.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TK Elevator Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TK Elevator Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339	*
6	Proposer website address (or addresses):	https://www.tkelevator.com/us-en/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	MARC MCCABE National Account Manager Government contracts 941-650-1636	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MARC MCCABE National Account Manager Government contracts marc.mccabe@tkelevator.com 941-650-1636	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARSHAY FREEMAN National Accounts Coordinator, National Accounts quo-vadis.freeman@tkelevator.com 678-680-5156 ext.10770	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	

10	Provide a detailed description of the products, and services that you are offering in your proposal.	our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices acrossPa the U.S. and Canada. SoundNet serves TK Elevator and its affiliates 365 days a year. Manufacturing: TK Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl ,escaltors moving walks ect/.. Modernizations: TK Elevator is fully capable to modernize all types of vertical transportation. SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year. Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escaltoprs moving wsalks ect/.. Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation. Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Service: TK Elevator provides local and national service for all vertical transportation systems Consulting: Site Audits for contract compliance and Capital Planning.	*
11	What levels of service (material only, turnkey, other) are being proposed?	• TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract ***Please see attachment with Service Level Explanations***	*
12	Does the response include installation services?	Yes, Installation services are encompassed under this contract when the Sourcewell contract is presented as it is being used prior to the formulation of the proposal	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	TK Elevator employs their own internal installers who must adhere to the highest-level standards and expectations	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TK Elevator employes must go through a lengthy union apprenticeship program, continued education, technical training and continuous safety training to maintain their certificate as a mechanic and retain employment. TK is considered a preferred employer in the elevator industry and hires the best talent available.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Each New Install agreement is formulated per site as each site has different needs and must be formulated based on the site specifics. The agreement that is formulated complies with the T&C's of the Sourcewell agreement.	*
17	Describe your service programs and how your company works with agencies in providing service contracts.	TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract The below represents the process of providing a service contract. These are the typical steps in the formulation of the service contract but may not be limited to these steps. - initial meeting and dialogue with member regarding the needs of the member and key contract requirements. the initial meeting will include transitional planning to ensure a seamless service transition. - identification of portfolio equipment and points of contacts at site(s) -consultative surveys / site visits to provide a consultative approach to the equipment -proposal formulation & execution -transitional plan implementation -ongoing communication and meeting cadence to ensure successful contract implementation	

18	Describe how service calls are escalated in emergency situations, including response time.	emergency service calls / entrapments are given the highest priority. an entrapment is immediately dispatched to the on-call supervisor and GPS positioning identifies the closest mechanic to be dispatched to allow the best response time solution. typically response times are 30 minutes or less during regular business hours and 60 minutes or less during overtime hours for metropolitan areas. Response times can vary based on geographical location and exigent circumstances such as but not limited to - traffic, weather, and other unseem circumstances.
19	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Our ITS facility (research & development) offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing TK elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by TK are manufactured by our competitors. Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the over 135 branches across the Unites States. The average tenure of our mechanics is 12.5 years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part TK usually has a turnaround time of 72 hours to get the replacement part depending on the issue.
20	Describe your experience and process in regards to Modernization.	TK Elevator is fully capable to modernize all types of vertical transportation. We take a consultative approach to all modernizations allowing a site-specific scope to be formulated taking into consideration any components that could be retained as cost saving possibilities. Modernizations are conducted in-house with our teams of trained mechanics.

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
21	Elevators	(•) Yes ( ) No	All models and manufacturers
22	Escalators	(•) Yes ( ) No	All models and manufacturers
23	Moving Walkways	(•) Yes ( ) No	All models and manufacturers
24	Food and Material Lifts	(•) Yes ( ) No	All models and manufacturers
25	ADA-Compliant wheelchair lifts	(•) Yes ( ) No	All models and manufacturers
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	(•) Yes ( ) No	All models and manufacturers

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Maintenance - Is a not to exceed matrix based on union labor rates by location across North America and at a 20% reduction of our nationally posted maintenance billing rates. *** See Attached NTE Billable rates Pricing document**** Modernization - 5% below list pricing Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members. TK Elevator's large customer base with Sourcewell allows for deeper discounting and pricing considerations and this pricing provided is below pricing that is typically offered to other GPOs and cooperative procurement organizations or State Purchasing departments.

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing attachment is a Not to Exceed Pricing Schedule ***See Pricing Schedule*** • Sourcewell Billing Rates 2024 RFP #050224 - Elevators • Sourcewell Not to Exceed Pricing 2024 RFP #050224 - Elevators	*
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	New INSTALLATION RECEIVES A 5% DISCOUNT ON LIST PRICE Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	
30	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% MINUMUM discounted maintenance billing rates 5% discount off of list price for Modernization and new installation Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	*
31	Describe any quantity or volume discounts or rebate programs that you offer.	volume discounts on service / maintenance are based on the existing number of units that currently under the Sourcewell umbrella agreement. see below table 100-200 - 2% 201-400 - 4% 401-600 - 6 % 601 - 1600 - 7% 1601 - 2600 - 7.5% = existing unit count level 2600+ - 8% -	*
32	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	the pricing model established has provided very competitive do not exceed pricing as well as a a greatly discounted maintenance labor rate minimum (labor rates can be additionally discounted where applicable and able). Material price quotes shall be supplied as required.	*
33	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
34	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery would be similar to the Continental United States	*
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
37	Describe your payment terms and accepted payment methods.	• Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30. • Repair: 50% upon award, 50% upon completion of the work. • Construction: Progressively in line with percentage of completion. 10% retainage. • However, with advanced notice we can accommodate most any billing and collection terms • Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options.	*
38	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide leasing or financing options currently..	*
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Maintenance contracts shall utilize the Sourcewell Template maintenance contract - see attached - this contract can be revised through the ongoing negotiation with the member to best suit their needs	*
40	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	• Our local branch will send invoices to the location/member •National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options. •Credit Card Payments are acceptable as well with a 3% fee	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A singular point of contact in the National Accounts Department has been established to coordinate with the local branches to ensure that pricing meets the requirements of the master agreement. Should the member request an additional audit, the request would be made through that point of contact to verify in document compliance from the local branch. All contract before submission are review by National Accounts and our Vice Presidents of contract along with our account receivable department to ensure pricing is contract compliant and that the proper reporting will be made to Sourcewell. invoices will comply with the member needs regarding identification, scope of work, billing requirement, PO #, contracted pricing verification, etc.	*
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	o Proposed vs Award o Growth by Number of units o Growth by number of customers o Client satisfaction surveys (Net promoter scores) -	*
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	3% of the maintenance revenue received.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	

44	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	To us, Compliance is a central component of good corporate governance. It means much more than just obeying rules and regulations. It is a question of mindset. It concerns every one of us at TK Elevator, every day, everywhere. Values such as reliability, honesty, credibility, and integrity are not empty words to us, but permeate our corporate DNA. This is the standard we apply when developing our strategic compliance measures, creating a value culture which must be jointly supported and consistently lived by all employees – and in particular our managers. A written code of values provides the basis for our decisions. At TK Elevator this value culture is embedded in our Code of Conduct. The Executive Board has clearly stated its commitment for those values, rejecting compliance violations of all kinds. This unequivocal commitment is supported by various policies and regulations. TK Elevator stands for fair and straight business What's important to us is that our corporate philosophy is lived at all levels of the TK Elevator group in the interests of "good corporate governance." We strive to ensure that there are no systemic weaknesses and deficits, in the area of Compliance or anywhere else. At the same time we want to support entrepreneurial courage within a clearly defined framework. While it is part of our philosophy to take calculable entrepreneurial risks and make and accept mistakes, we will not take risks with Compliance. Deliberate violations of the law and internal rules are unacceptable both legally and in our understanding of Compliance. So we have three rules: We investigate all reports of legal violations and clarify the facts. Any violations identified are stopped immediately. All violations identified are systematically and appropriately sanctioned on the basis of a zero-tolerance policy. People make mistakes. If an employee who has unintentionally violated the law admits his mistake and seriously tries to make amends, he deserves a second chance – the circumstances of the concrete individual case permitting. This too is a question of value culture and fairness in our dealings with each other. TK Elevator stands for fair and straight business – this is the standard we resolutely pursue. We would rather sacrifice a contract than win it by breaking the rules.	*
45	What are your company's expectations in the event of an award?	Our expectation as an existing provider is to continue to grow both Sourcewell and our portfolios in providing unsurpassed services to our customers	*
46	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In its third full year of independence, TK Elevator achieved major strategic progress in repositioning for profitable future growth whilst simultaneously improving its operating performance significantly. In a continuously challenging environment with high inflation and increased interest rates, the company substantially improved key financial performance indicators in the 2022/23 financial year ending September 30, further adding to the significant progress realized since the carve-out in 2020. Order intake increased to €9.2 billion, FX adjusted year-on-year up by 2 percent. Sales rose to €8.9 billion, FX adjusted up by 6 percent, driven by double-digit growth in Modernization, high single-digit growth in Service and New Installation sales up low single digits. Despite negative FX effects and high inflation, the Adj. EBITDA increased to €1.3 billion, a year-on-year increase of 14 percent or more than €150 million and an increase of 24 percent or more than €250 million since the carve-out in the 2019/20 financial year. The group improved its Adj. EBITDA margin by more than one percentage point to a new high of 14.6 percent and continued to generate positive Free Cash Flow.	*
47	What is your US market share for the solutions that you are proposing?	US Market Share : 38%	*
48	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share : 40%	*
49	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. TK Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, TKM Elevator Corporation is a $3.8 billion company.	*

50	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TK Elevator does not have a dealer network; all products and services are performed and manufactured by TKE Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location	*
51	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	In the past 10 years TK Elevator has not had any suspensions or debarments.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
52	Describe any relevant industry awards or recognition that your company has received in the past five years.	TK Elevator has been included in the prestigious ‘A’ list by CDP for the fourth time in a row, recognizing its leadership role in corporate transparency and performance on climate change. The company also re-confirmed its Gold Medal in EcoVadis’ sustainability rating, now ranking in the top 2% of all assessed companies. TK Elevator has been included again in Sustainalytics’ 2024 Top-Rated ESG Companies List for the third year in a row. These top ratings honor TK Elevator’s continuous efforts to combat climate change and drive sustainable action.	*
53	What percentage of your sales are to the governmental sector in the past three years?	We currently maintain a Federal Service Supply contract for the next 20 years and have for the last 20 years. Approximately 23% of our maintenance is with federal. state, local and city government	*
54	What percentage of your sales are to the education sector in the past three years?	Education: 15%	*
55	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TK Elevator does business with multiple cooperative purchasing companies such as, Omnia, Vizient, Premier, Equalis and HealthTrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that TK elevator maintains. The release of any other customers’ information without their approval is against TK Elevator policy.	*
56	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - FSS 9M+ GSA - PBS 9M+	*

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	100+locations	Approximately 669k-Annually	*
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	148 locations	Approximately 3.2m-Annually	*
University	Education	Florida - FL	Vertical Transportation / Maintenance	138 units	Approximately 1m-Annually	*
University	Education	North Carolina - NC	Vertical Transportation / Maintenance	357 units	Approximately 1.3m-Annually	*
University	Education	Colorado - CO	Vertical Transportation / Maintenance	167 units	Approximately 313 k-Annually	*

Table 10: References/Testimonials

Line Item 58. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

59	Sales force.	TK Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. . Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available. Total number and location of sales persons employed by Supplier. • Pacific Northwest - 52 • California - 59 • Southwest - 47 • Midwest - 73 • Central US - 52 • South - 50 • Southeast - 53 • Florida - 56 • Mid-Atlantic - 48 • Northeast - 53 • TOTAL - 546 Sales employees In additional Our TK sales teams a dedicated National account department and dedicated support resources to include a National Account dedicated account manager assigned to Sourcewell that trains local offices and sales reps on the utilization of Sourcewell and sourcewell program implementation .	*
60	Service force.	With 25,000+ technicians operating from 1,000+ locations in 100+ countries, whenever you need us we've got you covered. And in case of emergency, our Service24 Centers are available around the clock to help keep business moving safely and efficiently.1.5mn+ Units under maintenance. 30%+ Third party equipment service 2mn+ Spare parts distributed p.a.	*
61	Dealer network or other distribution methods.	Services are scheduled and provided at a local branch level. Distribution of products will be managed at the local level, we have branches/locations in North America	*
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	TKE elevator has the size and resources to fully support the members and their vertical transportation needs TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	N/A	

64	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide Regular and Routine Maintenance 24/7 365. All maintenance programs are code compliant and if needed adjusted to meet our member needs. You can always count on our: • 2,600 highly-trained service technicians, experts in TKE and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 TKE call center, standing by to quickly take your call • Customer Portal, an online tool for managing your elevator account and placing service requests • Global network of engineers and experts, International Technical Services • Advanced diagnostic tools for communicating with TKE and third-party equipment • Predictive maintenance solution, MAX, which dramatically improves elevator uptime using Internet of Things (IoT) technology • Dedicated account managers, your point of contact for account-related issue • Capital planning services to help you budget for future expenses For an emergency such as an entrapment our goal is to get respond in 30 minutes or less, however due to locations outside of our control including but not limited to traffic, environment, location and access. hour during normal business hours, if not sooner. For an entrapment after normal business hours, we would strive for onsite response in less than 2 hours. For non-emergencies service requests during normal business hours, we should meet same day response. For non-emergency service requests after normal business hours, we will strive to provide response by the following business day.	*
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth. TK Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.	*
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	yes	
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TKE is able to service all areas of the US and Canada	*
69	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our services will be available to all participating entities	*
70	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no defined specific contract requirements or restrictions that would apply	*

Table 12: Marketing Plan

Line Item	Question	Response *	
71	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon Award we will schedule online training with all offices and supply them with the new materials to be able to discuss with entity's the Sourcewell program. • We will post on our social media site a link to the Sourcewell website. • Continued participation in trade shows within our industry posting placards stating that we are a supplier for Sourcewell. • Additionally, we will host a conference call with our District VPs to inform them of any changes that might have been made to our existing contract with Sourcewell.	*
72	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	• On our internal website we will post a link to all required documents and forms to sell these services to the membership. • On our social media site we will post a link to the Sourcewell Website • When participating in trade shows within our industry posting placards stating that we are a supplier for Sourcewell • Additionally, local meetings with BOMA and facilities management companies	*
73	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer Question Number 32.TKE, if awarded will send out an information package on any and all new information for Sourcewell to all of our branches. They will receive a copy of the contract and any training material needed. They will also receive the negotiated billing rates and labor rates. An aggressive training schedule will be established between National Accounts and the Regions to educate them on the Sourcewell processes and documentation. Our expectation of Sourcewell s role is promoting TKE and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an Sourcewell supplier, we would also expect the continued open line of communication between TKE and our customers.	*
74	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, there are many moving parts that require direct communication between the customer and TKE before services can be provided. Elevators are not a shelf type product, all services and products come directly from TKE and services are performed by TKE Employees.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
75	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Do to the elevator safety code requirement and reliability associated with elevators and escalators our training for the general public is limited to the in car or group panel operational switches. There is no charge for training on the proper usage of these switches for operational control.	*
76	Describe any technological advances that your proposed products or services offer.	TKE has created a destination control by called AGILE. Which moves passengers more efficiently with AGILE — our Destination Dispatch solution that boosts elevator performance, enhances passenger experiences, improves traffic flow and increases security. Leveraging state-of-the-art intelligent dispatching software, AGILE automatically gauges traffic and groups passengers together based on their destination. For passengers, this means fewer stops, less crowding and faster travel times. For building owners and managers, this means higher capacity, improved traffic flow and less wear and tear on their elevators. AGILE – Security Access is a low-cost solution that connects elevators to tenant databases to increase building security. This flexible solution can function independently or integrate with an existing security system to improve the safety of your tenants.	*

77	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a responsible company, we have set ambitious carbon reduction targets. We were able to increase the share of green electricity by 59% during the last year, significantly reduced our Scope 1 and 2 emissions over the last two years, and track progress with our robust environmental management system. As of 2021/22, 80% of our manufacturing centers were ISO 14001-certified and our ISO 50001-certified factories account for 82% of their energy consumption. All our sites collect energy and water consumption as well as waste data on a regular basis. We focus on waste reduction and aim to achieve zero landfill waste in our manufacturing facilities by 2026. We promote recycling waste and the reuse of packaging materials thereby contributing towards a circular economy. Our Innovation and Qualification Center (IQC) in Atlanta (Georgia), U.S., our manufacturing facility in Middleton (Tennessee), U.S., and our offices in Zhongshan (China) are LEED (“Leadership in Energy and Environmental Design”) Gold certified. Our elevator manufacturing site in Zhongshan (China) has been awarded LEED Silver certification. We will use 100% renewable electricity across global operations by 2030	*
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	At TK Elevator, “product safety” and “quality” go hand in hand. Both are deeply ingrained in our corporate culture. We believe that a rigorous, comprehensive approach to quality and product safety management is crucial for the long-term success of our business. It is one of the prerequisites for customers to be satisfied with and trust the products and services we offer them. It therefore fits that our materiality assessment identified “quality and product safety” as one of the most relevant topic. Product quality is an integral part of our zero-defect philosophy. We believe that every employee’s initiative and dedication are vital for inculcating a zero-defect culture across all our operations. It also has a very clear impact on our sustainability priorities. Consuming more resources to correct issues amplifies our negative impacts on the environment; conversely, increasing our products’ quality extends their lifespans.	
79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Understanding the environmental footprint of an elevator’s life cycle and being aware of the various ways to recycle components helps us to understand the overall environmental impact of our products, as well as to optimize R&D processes – and ultimately the design of our products. To ensure transparency regarding our products, we publish Environmental Product Declarations (EPDs) and communicate the results of the Life Cycle Assessments to the public. We help our customers meet their sustainability goals and obtain green building certifications, such as LEED and BREEAM. These are designed to enhance living and working conditions in buildings, protect natural resources and raise property values for all stakeholders, while also meeting tough sustainability standards. We offer products and solutions to meet building certification standards. Our experts for sustainable building provide comprehensive consulting services. We have trained more than 200 accredited LEED Green Associates and BREEAM Associate Experts. In all our main markets we have EPDs registered for a wide range of our elevators. The upstream production phase as well as the usage phase have the highest impact on the environmental performance of our products. At the end of our products’ life, steel components are recyclable which can provide a substantial improvement of its environmental impact. Other stages of the life cycle of our products, including transportation, installation and service, play a less significant role in terms of the environmental impact. By maximizing energy and resource efficiency we are significantly reducing the emissions and environmental impact of buildings. Taking the steps to increase sustainability is a top priority in our product development. Part of our product portfolio qualifies for the highest energy efficiency rating (Class A as defined by ISO 25745-2 for elevators, and Class A+++ according to ISO 25745-3 escalators). With our modernization solutions, we reduce the use of materials and energy in buildings	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	We support communities in cities around the world through volunteering or providing financial aid to selected entrepreneurship projects, as well as by donating to healthcare providers facing challenges as a result of the corona pandemic. Youth unemployment is a global challenge. Around 270 million young people worldwide are currently not being employed, educated, or trained. TK Elevator is committed to supporting young people with challenging backgrounds by helping them becoming employable and independent adults. Since 2017 we have partnered with SOS Children’s Villages to fight youth unemployment. About 600 young people were trained through the support of 200 TK Elevator volunteers. Our employees act as instructors, mentors and also as role models for young people.	*

81	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Here at TK Elevator we say, “we engineer confidence.” We take this statement seriously. Over 10,000 manufacturing, installation, service, repair, sales and management professionals work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely. From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry. As the largest producer of elevators in the Americas with over 135 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment. When something does go wrong, you want to know someone is there to help. That’s why TK Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds. Our local team is ready to assist you in making sound decisions about your needs and systems	*
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	At TK Elevator, we’re driving the revolution in elevator technologies and services. We’ve re-imagined the elevator, 160 years after its invention, by replacing its ropes with linear motors. In the process, we’ve opened the door to new possibilities – in all directions! We have Created THE WORLD'S FIRST ROPE-FREE ELEVATOR. MULTI harnesses the power of linear motor technology to move multiple cars in a single shaft both vertically and horizontally!	

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
83	Do your warranties cover all products, parts, and labor?	Yes, if installed by TKE and if we currently maintain the equipment under a full maintenance contract.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TKE shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement or equipment not under TKE service	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, TKE can provide a certified technician in all regions.	*
87	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	TK Elevator will cover warranty service or proposed installed and maintained or under service by TK Elevator.	*
88	What are your proposed exchange and return programs and policies?	No, TKE does not exchange or return parts or equipment.	*
89	Describe any service contract options for the items included in your proposal.	TK elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance. • Bronze • Gold • Platinum • Platinum Premier	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	TK Elevator approach to providing both maintains and repair to system under service is both proactive and predictive maintenance. Years of identifying failure rates for individual components gives us the ability to adjust reoccurring maintenance of those component or to replace the components before failure. Unfortunately, in some cases a repair will need to be made where a unit is not operating, Because of our information data base we are well stocked with those components / parts locally and nationally to have the unit operational as soon as possible.	
91	How does your elevator dispatch system adapt to different trafic patterns and peak usage time to ensure optimal performance and user satisfaction?	We have a 24/7 dedicated dispatch team .	

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
92	Describe any performance standards or guarantees that apply to your services	Please see the attached Sourcewell contract template in regard to the performance standards that are contractually obligated. The MCP that the template is using is an extensive checklist to maintain industry performance standards within industry standards	*
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Internally we conduct quality audits on sites as well as accountability regarding routing and missed visits for units under the MCP. operation managers are graded on their performance in providing the contracted services for each unit under their umbrella. Additional quarterly Business reviews are commonly conducted for Sourcewell customers with KPIOs reviewed to determine any areas of concern.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Not to Exceed Pricing & Billing rates TK 050224 - 2024 - 2027.xlsx - Wednesday May 01, 2024 20:41:06
- Financial Strength and Stability - 230427_Press release TK Elevator Sustainability Report.pdf - Thursday May 02, 2024 13:08:46
- Marketing Plan/Samples - TKE Company Brochure.pdf - Thursday May 02, 2024 12:34:50
- WMBE/MBE/SBE or Related Certificates - Minority Owned Spend FY22.pdf - Wednesday May 01, 2024 20:02:50
- Warranty Information - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:09
- Standard Transaction Document Samples - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:37
- Requested Exceptions - 2024 RFP_050224_Elevators_Contract_Template RL by DLS 4.19.24.docx - Wednesday May 01, 2024 20:42:46
- Upload Additional Document - EOX Brochure.pdf - Thursday May 02, 2024 12:35:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marc McCabe, National Account Manager , TK Elevator Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	☑	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	☑	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	☑	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	☑	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	☑	1

SOURCEWELL AND
TK ELEVATOR (CANADA) LIMITED
ADOPTION AGREEMENT

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. ("Sourcewell") and **TK Elevator (Canada) Limited**, 2075 Kennedy Road, Suite 600, Scarborough, ON M1T 3V3 ("TK Canada"), dated as of the last signature below (the "Effective Date") adopts and incorporates by reference all of the terms and conditions of the Master Agreement #050224-TKE between **TK Elevator Corporation** and Sourcewell effective June 29, 2024 (the "Contract").

Sourcewell and **TK Elevator Corporation** are parties to the Contract pursuant to which **TK Elevator Corporation** provides equipment, products, or services to Sourcewell Participating Entities in the United States. **TK Elevator (Canada) Limited** wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **TK Elevator (Canada) Limited** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **TK Elevator (Canada) Limited** will be considered "Supplier" under the Contract.

A. Ratification**.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.

B. Conflict. In the event of any conflict between the terms of the Contract, any previous amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

will be delivered and invoiced by **TK Elevator (Canada) Limited**.

B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:

1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.

2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.

C. **Insurance.** Both parties agree that for services in Canada, TK Elevator (Canada) Limited shall provide insurance limits in Canadian dollars.

D. **Government Data Practices.** For service provided in Canada only: Supplier will follow the laws of the territory or province where the project is located.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/10/2025 | 12:17 PM CDT

TK Elevator (Canada) Limited

DocuSigned by: Christopher Barbeau B759B4C25C924FC...

By: _____

Printed Name: Christopher Barbeau

Title: Vice President, Sales

Date: 6/11/2025 | 7:33 AM MDT

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & DOMINION VOTING SYSTEMS, INC.

This Amendment No. 2 is made to the Dominion Voting Systems and Managed Services Agreement No. A-13733 to provide leased voting equipment and support deliverables by and between **DOMINION VOTING SYSTEMS, INC,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into a Non-Standard Agreement No. A-13733 with the County on August 1, 2017 ("AGREEMENT") to provide the County with leased voting equipment and provide support deliverables through December 31, 2023 for an amount not to exceed $1,239,319.70; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on October 22, 2019 to extend the term two (2) additional years through December 31, 2025 and increase the amount by $1,099,634.31 for a total amount not to exceed of $2,338,954.01; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount by $152,229 for a total amount not to exceed of $2,491,183 to allow CONTRACTOR to continue to provide services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. PAYMENT BY COUNTY shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Pricing Summary and Deliverables Description** in Amendment No. 1 attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $2,491,183".

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Agreement.

3. A copy of this Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

1/31/2025 | 4:53 PM PST
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E667875454AE...
Deputy Auditor/Controller

Dated: 1/31/2025 | 4:31 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Anne Brereton
A46091E5DE63489...
Deputy County Counsel

1/31/2025 | 4:17 PM PST
Dated:

CONTRACTOR

By:
Signature of Chair, President, or Vice-President

John Poulos, President & CEO
Printed Name and Title

Dated: January 15, 2025

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

Michael McGee, CFO
Printed Name and Title

Dated: January 16, 2025

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

Docusign Envelope ID: 0CA3645A-F2D2-423C-8584-E8310DC09456

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 Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13733 ; Amendment No.: 2
Approve and authorize the Contracts/Purchasing Officer, or their designee, to execute Amendment No. 2 to Agreement A-13733 with Dominion Voting Systems, Inc. to add $152,229 for an aggregate do not exceed amount of $2,491,183 to pay for leased equipment and services with no changes to the agreement term of October 22, 2019 through December 31, 2025.

PASSED AND ADOPTED on this 28th day of January 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 January 28, 2025.

Dated: January 30, 2025
File ID: 25-041
Agenda Item No.: 32

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

Vicente Ramirez, Deputy

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

RENEWAL AND AMENDMENT NO. 3 TO STANDARD AGREEMENT A-13733 BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA INC.

THIS RENEWAL and AMENDMENT NO. 3 to Standard Agreement A-13733, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Liberty Vote USA Inc.,formerly named Dominion Voting Systems Inc., (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-13733, with the County on August 1, 2017, (hereinafter, "Agreement") to provide the County with leased voting equipment and provide support deliverables through December 31, 2023, for an amount not to exceed $1,239,319.70; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1 to the Agreement on October 22, 2019, to extend the term two (2) additional years through December 31, 2025, for an aggregate term of August 1, 2017, through December 31, 2025, and increase the amount by $1,099,634.31 for an aggregate total amount not to exceed of $2,338,954.01; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 2 to the Agreement to increase the amount by $152,229 for an aggregate total amount not to exceed of $2,491,183, to allow CONTRACTOR to continue to provide services without changes to the term; and

WHEREAS, Dominion Voting Systems, Inc. was bought and a formal and legal name change was entered into changing the name to Liberty Vote USA Inc., on or about October 17, 2025, but the Tax ID remained the same;

WHEREAS, the agreement expired on December 31, 2025, and the County and CONTRACTOR wish to continue the agreement and enter into Renewal and Amendment No. 3 to the Agreement to extend the term six (6) additional years through December 31, 2031, for an aggregate term of August 1, 2017, through December 31, 2031, and to increase the amount by $1,756,774, for an aggregate total amount not to exceed of $4,247,957, to allow CONTRACTOR to continue to provide services; and

WHEREAS, in Renewal and Amendment No. 3, the parties negotiated additions and revisions to the payment terms, termination terms, warranty and termination terms, on the original agreement as set forth below and in Exhibit A-1.

NOW THEREFORE, County and CONTRACTOR agree:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. PAYMENT BY COUNTY shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Pricing Summary**

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

and Deliverables Description Exhibit A-1 in Renewal and Amendment No. 3 attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $4,247,957."

3. Amendment of Paragraph 3. Paragraph 3 of the Agreement is amended to read as follows:

2. Term of Agreement shall be amended to the following: "The term of this Agreement is from August 1, 2017, to December 31, 2031, unless sooner terminated pursuant to the terms of this Agreement."

4. Amendment of Paragraph 9. Paragraph 9 of the Agreement is amended to read as follows:

9. Warranties

9.1. CONTRACTOR Software Warranty. The CONTRACTOR Software warranty is subject to the terms and conditions of Exhibit B – Software Terms and Conditions.

9.2. Third Party Products. The warranties in this Section 9 do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, CONTRACTOR shall pass through to County all warranties such manufacturers make to CONTRACTOR regarding the operation of third party products.

9.3. CONTRACTOR Hardware Warranty. CONTRACTOR warrants that when used with the hardware and software configuration purchased through or approved by CONTRACTOR, each component of CONTRACTOR Hardware will be free of defects that would prevent the CONTRACTOR Hardware from operating in conformity in all material respects with its specifications as documented by CONTRACTOR. The CONTRACTOR Hardware Warranty shall remain in effect during the Term of this Agreement.

9.4. CONTRACTOR Hardware Warranty Conditions. CONTRACTOR offers the following hardware warranty services, subject to the conditions listed herein.

9.4.1. If any CONTRACTOR Hardware component fails to operate in conformity with its specifications during the warranty period, CONTRACTOR shall provide a replacement for the CONTRACTOR Hardware component or, at CONTRACTOR sole option, shall repair the CONTRACTOR Hardware component, so long as the CONTRACTOR Hardware is operated with its designated CONTRACTOR Software and with third party products

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

approved by CONTRACTOR for use with the CONTRACTOR Hardware.

9.4.1.1. On-Site Warranty Services.

9.4.1.1.1. CONTRACTOR shall perform one (1) on-site Preventative Maintenance Inspection every four years on CONTRACTOR Hardware during the Agreement Term. The preventative maintenance inspection shall occur at a time mutually agreed upon by the Parties. The Parties agree that the preventative maintenance shall be scheduled at least ninety (90) days prior to the requested maintenance date.

9.4.1.1.2. CONTRACTOR shall conduct one (1) Customer Site Visit, during which CONTRACTOR will perform warranty services on any Customer equipment. To the extent any equipment cannot be performed on-site, the equipment will be shipped back to CONTRACTOR for repair or replacement. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.1.2. Off-Site Warranty Services.

9.4.1.2.1. If warranty services are required outside the Preventative Maintenance Inspection or CONTRACTOR Site Visits described above, County may ship any malfunctioning hardware to CONTRACTOR for warranty services. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component CONTRACTOR and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.2. The following services are not covered by this Agreement, but may be available at CONTRACTOR current time and materials rates:

9.4.2.1. Replacement of consumable items, including but not limited to batteries, paper rolls, ribbons, seals, smart

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

cards, and removable memory devices, scanner rollers, disks, etc.; or

9.4.2.2. Repair or replacement of CONTRACTOR Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage.

9.4.2.3. Repair or replacement of CONTRACTOR Hardware modified by any person other than those authorized in writing by CONTRACTOR; or

9.4.2.4. Repair or replacement of CONTRACTOR Hardware from which the serial numbers have been removed, defaced, or changed.

9.5. No Other Warranties. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDIGN ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

5. Replacement of Exhibit A. Exhibit A-1, attached hereto and incorporated herein by this reference, hereby replaces Exhibit A in its entirety. All references in the Agreement to "Exhibit A" are hereby replaced with references to "Exhibit A-1."

TERMINATION CLAUSE: During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to Liberty Vote 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.

6. All Other Terms.

1. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL and AMENDMENT and shall continue in full force and effect as set forth in the Agreement.

2. A copy of this Renewal and Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 3, to the Agreement to be effective as of the Renewal and Amendment No. 3 Effective Date.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46091E5DE63489...
County Counsel
Date: 12/15/2025 | 3:49 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF04E57454F0...
Auditor/Controller
Date: 12/16/2025 | 11:09 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

LIBERTY VOTE USA INC

_____
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)
Scott Leiendecker, President
Name and Title
Date: 12/12/2025

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Michael McGee, EVP & CFO
Name and Title
Date: 12/12/2025

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

EXHIBIT A-1

EXHIBIT A-1 TO RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT A-13733, BY AND BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTING USA INC., FOR VOTING SYSTEM AND MANAGED SERVICES

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverables Summary. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the County at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the County's state, may be substituted by Liberty Vote USA Inc. ("CONTRACTOR").

DESCRIPTION	QTY
Election Management Software	
Democracy Suite	1
ImageCast Adjudication	1
In-Person Voting: Polling Location Hardware	
ImageCast X BMD Kit 21"	157
Ballot Marking Device Printer Kit (HP M404DN) + Extender Tray	157
Transport Bag/Sleeve for Extended Tray	157
Universal Power Supply (UPS)	145
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Kit (G2140)	8
Workstation - Precision	8
ImageCast Central (ICC) Scanner - G2140	8
Election Management Hardware	
EMS Standard Server Kit	4
EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	8
Support Services and Training	
On-Site Services - Non-Election Day (/day)	1
Training	
Training (/day)	1

Annual License	
ImageCast Central Annual Firmware License - G2140	8
ImageCast X BMD 21"	157
Democracy Suite	1
ImageCast Adjudication	1
Annual Warranties	
ImageCast X BMD 21"	157
ImageCast Central Annual Hardware Warranty	8

As of Renewal and Amendment No. 3 Effective Date, County is in possession of the following

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

equipment, which will not be included in this Agreement following the Effective Date of Renewal and Amendment No. 3. CONTRACTOR will pick up and remove this equipment at its own expense.

DESCRIPTION	QTY
Democracy Suite EMS Standard Server Configuration Kit	3
EMS Client Workstation Configuration Kit	3
Adjudication Workstation Kit	6
ImageCast Central (ICC) Scanner – 1130	8

1.1 **Pricing Summary**. The County has selected the managed services option, instead of an outright purchase.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual County payments. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. All payments shall be made is in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	Effective Date	12/31/2018	Effective Date	$189,064.79	$10,928.70	$199,993.49
2	01/01/2019	12/31/2019	01/01/2019	$189,064.79	$10,928.70	$199,993.49
3	01/01/2020	12/31/2020	01/01/2020	$323,161.17	$21,154.82	$344,315.99
4	01/01/2021	12/31/2021	01/01/2021	$323,161.17	$21,154.82	$344,315.99
5	01/01/2022	12/31/2022	01/01/2022	$323,161.17	$21,154.82	$344,315.99
6	01/01/2023	12/31/2023	01/01/2023	$323,161.17	$21,154.82	$344,315.99
7	01/01/2024	12/31/2024	01/01/2024	$323,161.17	$23,810.72	$346,971.89
8	01/01/2025	12/31/2025	01/01/2025	$323,161.17	$23,810.72	$346,971.89
9	01/01/2026	12/31/2026	01/01/2026	$ 248,652.53	$ 22,935.61	$ 271,588.14
10	01/01/2027	12/31/2027	01/01/2027	$ 256,112.10	$ 23,625.62	$ 279,737.72
11	01/01/2028	12/31/2028	01/01/2028	$ 263,795.46	$ 24,336.33	$ 288,131.79
12	01/01/2029	12/31/2029	01/01/2029	$ 271,709.33	$ 25,068.36	$ 296,777.69
13	01/01/2030	12/31/2030	01/01/2030	$ 279,860.61	$ 25,822.36	$ 305,682.97
14	01/01/2031	12/31/2031	01/01/2031	$ 288,256.43	$ 26,598.97	$ 314,855.40

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

2. Product Description

2.1 ***Ongoing telephone support***. Telephone support shall be available for County during the Term of the Agreement at no additional costs.

2.2 ***Travel and Expenses included.*** All costs of CONTRACTOR transportation, lodging and meal expenses are included during the Agreement Term.

2.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current CONTRACTOR list price.

3. Product Description

3.1 *lmageCast® Central Scanner (ICC).* CONTRACTOR shall provide the lmageCast® Central Scanner for use by County. The lmageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the lmageCast® Central Software for high speed ballot tabulation. Each lmageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner

3.1.2 lmageCast® Central Software

3.1 .3 OptiPlex 7 440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 *lmageCast® Central Scanner Software.* The Parties will enter into software licenses for the lmageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. CONTRACTOR software includes, without limitation:

3.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
• The top portion of the image contains a scanned image of the ballot.
• The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 *Democracy Suite EMS Software (Express)* consists of the following components:

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

3.3.1 Election File and iButton Creation County is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results. Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 *lmageCast® Adjudication Application* is a client and server application used to review and adjudicate lmageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chainof-custody concerns.

3.5 *lmageCast® X Application* is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are Liberty Vote USA Inc. initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using lmageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description CONTRACTOR shall provide the following training to County personnel at no additional cost to County.

4.1 *Project Management.* CONTRACTOR will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

4.1.1 System Acceptance Testing Training. Included in the Project Management Support, CONTRACTOR will provide a minimum total of two (2) days of direct

Docusign Envelope ID: F46002AC-236B-4945-8AB1-E636A0692E1B

onsite support for EMS Server installation, configuration & testing.

4.2 System *Training.* CONTRACTOR will provide the following training as described herein.
4.2.1 System Acceptance Testing Training. CONTRACTOR will provide direct onsite training for System Acceptance Testing.

4.2.2 Democracy Suite® EMS System- This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

4.2.3 lmageCast® X - This training introduces the lmageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

4.2.4 lmageCast Central - This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

4.2.5 Pollworker Train the Trainer - This provides training to the County staff on operations of a polling center including the lmageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 *EMS Ballot Definition.* CONTRACTOR shall provide election setup services and support for the election database creation and ballot review for nine (9) elections, including the following components:

4.3.1 Import of data files into the EMS system.

4.3.2 Defining election project parameters and assigning templates.

4.3.3 Assigning tabulators (ICC, tablet).

4.3.4 Defining ballot structures.

4.3.5 Creating proofing ballots.

4.3.6 Creating official ballots.

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT A- 14961 BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA, INC. FOR MOBILE BALLOT PRINTING SYSTEM AND LICENSES

THIS RENEWAL AND AMENDMENT NO. 1 to Agreement A-14961, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Liberty Vote USA, Inc., (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement A-14961, with the County on October 12, 2020, (hereinafter, "Agreement") to provide the County with a mobile ballot printing system and licenses, through December 31, 2025, for an amount not to exceed $28,681; and

WHEREAS, Dominion Voting Systems, Inc. was bought and a formal and legal name change was entered into changing the name to Liberty Vote USA, Inc., on or about October 17, 2025, but the Tax ID remained the same;

WHEREAS, the original agreement will expire on December 31, 2025, and the parties wish to extend and renew the Agreement for six years, for an aggregate term of October 12, 2020 through December 31, 2031, and continue services for the Mobile Ballot Printer software and warranties, to add money to the Agreement to cover the additional term of six (6) years at $67,247, for an aggregate total amount of $95,928, and retroactively document within the Agreement previously purchased items in Exhibit A-1 from May 1, 2025;

NOW THEREFORE, County and CONTRACTOR agree:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is hereby renewed and amended to read:

   "Term of Agreement. The term of this Agreement shall begin on October 12, 2020, and shall continue until December 31, 2031, unless sooner terminated as provided herein."

3. **Amendment of Paragraph 1.** Paragraph 1 of the Agreement is hereby renewed and amended to read:

   "The total compensation payable under this agreement shall be in accordance with the item prices incorporated within the Exhibit A-1 attached hereto under pricing and payment summary."

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

4. **Addition of Exhibit A-1**. Exhibit A-1, attached hereto and incorporated by this reference, is added to the Agreement immediately following Exhibit A. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibit A and Exhibit A-1."
5. **Amendment of Exhibit A**. All references to annual license and warranty payments due after the First Amendment Effective Date are hereby deleted from Exhibit A. All ongoing annual license and warranty payments due after the First Renewal and Amendment Effective Date are now listed in Exhibit A-1.
6. **All Other Terms.** Except as expressly amended in this Renewal and Amendment No. 1, all other Agreement terms shall remain in full force and effect.

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 to the Agreement to be effective as of the Amendment No. 1 Effective Date.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46004E5DE63480...
County Counsel

Date: 12/15/2025 | 3:12 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller

Date: 12/16/2025 | 10:52 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

LIBERTY VOTE USA INC

_____
Contractor/Business Name *

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

Scott Leiendecker, President & CEO
Name and Title

Date: 12/15/2025

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

Michael McGee, CFO
Name and Title

Date: 12/15/2025

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

EXHIBIT A-1

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND COUNTY OF MONTEREY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

PRODUCT DESCRIPTION

In May 2025, County purchased the following equipment, subject to all terms and conditions of this Agreement. Payment was made in full prior to the First Amendment Effective Date.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
ImageCast Central Kit – G2140	2	Previously Paid	Previously Paid
Ballot Marking Device Printer	1	Previously Paid	Previously Paid
EMS Standard Server Kit	1	Previously Paid	Previously Paid
EMS Client Workstation Kit	1	Previously Paid	Previously Paid
EMS Adjudication Workstation Kit	1	Previously Paid	Previously Paid
Mini Server Rack – 12U	1	Previously Paid	Previously Paid
Smart UPS 1500	1	Previously Paid	Previously Paid

ANNUAL FEES

Annual Fees shall commence on January 01, 2026.

DESCRIPTION[2]	QTY	UNIT PRICE	EXTENSION

Term: Jan 1, 2026 - Dec 31 2026			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,001.57	$ 1,001.57
Mobile Ballot Printing Hardware Warranty Fee	2	$ 469.49	$ 938.98
ImageCast Central License Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	$ 1,716.67	$ 3,433.34
ImageCast Central Warranty Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	$ 1,000.00	$ 2,000.00
Total:			**$ 7,373.89**
Sales Tax at 9.25% Rate:			$ 410.23
Total with Sales Tax:			**$ 7,784.12**

Term: Jan 1, 2027 - Dec 31 2027			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,051.65	$ 1,051.65
Mobile Ballot Printing Hardware Warranty Fee	2	$ 492.96	$ 985.92
ImageCast Central License Fee - G2140	2	$ 2,575.00	$ 5,150.00
ImageCast Central Warranty Fee - G2140	2	$ 1,500.00	$ 3,000.00
Total:			**$ 10,187.57**
Sales Tax at 9.25% Rate:			$ 573.65
Total with Sales Tax:			**$ 10,761.22**

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

Term: Jan 1, 2028 - Dec 31 2028			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,104.23	$ 1,104.23
Mobile Ballot Printing Hardware Warranty Fee	2	$ 517.61	$ 1,035.22
ImageCast Central License Fee - G2140	2	$ 2,703.75	$ 5,407.50
ImageCast Central Warranty Fee - G2140	2	$ 1,575.00	$ 3,150.00
Total:			**$ 10,696.95**
Sales Tax at 9.25% Rate:			$ 602.34
Total with Sales Tax:			**$ 11,299.29**

Term: Jan 1, 2029 - Dec 31 2029			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,159.44	$ 1,159.44
Mobile Ballot Printing Hardware Warranty Fee	2	$ 543.49	$ 1,086.98
ImageCast Central License Fee - G2140	2	$ 2,838.94	$ 5,677.88
ImageCast Central Warranty Fee - G2140	2	$ 1,653.75	$ 3,307.50
Total:			**$ 11,231.80**
Sales Tax at 9.25% Rate:			$ 632.45
Total with Sales Tax:			**$ 11,864.25**

Term: Jan 1, 2030 - Dec 31 2030			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,217.41	$ 1,217.41
Mobile Ballot Printing Hardware Warranty Fee	2	$ 570.66	$ 1,141.32
ImageCast Central License Fee - G2140	2	$ 2,980.89	$ 5,961.78
ImageCast Central Warranty Fee - G2140	2	$ 1,736.44	$ 3,472.88
Total:			**$ 11,793.39**
Sales Tax at 9.25% Rate:			$ 664.08
Total with Sales Tax:			**$ 12,457.47**

Term: Jan 1, 2031 - Dec 31 2031			
Description	**Quantity**	**Unit Price**	**Extended Price**
Mobile Ballot Printing License Fee	1	$ 1,278.28	$ 1,278.28
Mobile Ballot Printing Hardware Warranty Fee	2	$ 599.19	$ 1,198.38
ImageCast Central License Fee - G2140	2	$ 3,129.93	$ 6,259.86
ImageCast Central Warranty Fee - G2140	2	$ 1,823.26	$ 3,646.52
Total:			**$ 12,383.04**
Sales Tax at 9.25% Rate:			$ 697.28
Total with Sales Tax:			**$ 13,080.32**

[2] To the extent this Agreement is extended beyond December 31, 2031, commencing with the January 1, 2032, invoicing of Annual Fees, and each year thereafter, CONTRACTOR reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.

1. **Payment Schedule** - CONTRACTOR shall provide invoices to County as described below. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a certified invoice in the Office of the Auditor-Controller. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by CONTRACTOR) shall be paid by CONTRACTOR or included in the amounts listed above.

Payment #	Payment Description	Invoice Date	Amount
1	License and Warranty	01/1/2026	$7,784.12

Docusign Envelope ID: AE4C7B0E-1F92-4635-BFFC-A2E98E29F87A

2	License and Warranty	01/01/2027	$10,761.22
3	License and Warranty	01/01/2028	$11,299.29
4	License and Warranty	01/01/2029	$11,864.25
5	License and Warranty	01/01/2030	$12,457.47
6	License and Warranty	01/01/3031	$13,080.32

The total amount payable by County to CONTRACTOR under this Renewal and Amendment shall not exceed the sum of $67,247.

2. Product Description

2.1. ***Ongoing telephone support***. Telephone support shall be available for County during the Term of the Agreement at no additional costs.

2.2. ***Travel and Expenses included.*** All costs of CONTRACTOR transportation, lodging and meal expenses are included within this Agreement throughout the Agreement Term.

2.3. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current CONTRACTOR list price.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

and

CITY OF SALINAS

for

THE COORINATION OF RESPONSIBILITIES TO ADMINISTER AND OPERATE THE SHARE CENTER

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Memorandum of Understanding

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the CITY of Salinas, a California Charter City and municipal corporation (CITY), the County of Monterey, a political subdivision of the State of California (COUNTY), collectively referred to as "PARTIES", for the purpose of identifying roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906 owned by the COUNTY with reference to the following facts:

RECITALS

A. **WHEREAS** on September 25, 2018, the PARTIES entered into an initial MOU for the coordination of responsibilities related to developing a shelter (and develop an affordable housing project for families adjacent to the SITE) and agreed to coordinate their staff to expedite site development and conduct the RFP process for the selection of, and negotiation of agreements with, a future developer and operator for the Shelter; and

B. **WHEREAS** on May 29, 2019, the COUNTY was awarded $6,018,100 in funding through the Homeless Emergency Aid Program ("HEAP") by the Continuum of Care for Monterey and San Benito County for the construction of a year-round shelter at 845 East Laurel Drive; and

C. **WHEREAS** on September 15, 2020, the County Board of Supervisors and Salinas City Council formally adopted the name of the Salinas Housing Advancement, Resources & Education Center ("SHARE Center") for the new Shelter at 845 East Laurel Drive; and

D. **WHEREAS** on June 22, 2021, the PARTIES extended the MOU to further coordinate their respective staff to effectively administer the operations of the SHARE Center (and develop affordable housing with a focus on families on the Property); and

E. **WHEREAS** the 2024 Homeless Point-in-Time Count (PIT) mandated by the U.S. Department of Housing and Urban Development and conducted by the local Continuum of Care lead agency revealed that 2,436 people are experiencing homelessness on any given night, representing a 19% increase from 2022; and

F. **WHEREAS** on November 12, 2024, the County Board of Supervisors adopted a resolution declaring an emergency shelter crisis, renewing their commitment to addressing homelessness in the Monterey County geographic region; and

G. **WHEREAS** the PARTIES desire to update the terms of the MOU, dated June 22, 2021, to extend the collaboration of the administration and oversight of the operations of the SHARE Center and further define roles and responsibilities; and

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

H. **WHEREAS** this MOU supersedes all previously approved MOUs regarding the shared financial and administrative roles and responsibilities for the operation of the SHARE Center between the CITY and COUNTY; however, any terms relating to partnerships on affordable housing shall be addressed in a separate MOU.

NOW, THEREFORE, in consideration of the declaration, recitals, mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the PARTIES agree as follows:

ARTICLE 1.0
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes the roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906.

a. Subject to funding availability, the COUNTY shall:

1. Maintain ownership of the property;
2. Serve as the fiscal lead, compile and review the proposed operations and services budget, and coordinate with the CITY to ensure the budget reflects jointly agreed-upon priorities and cost allocations;
3. Devote sufficient personnel to oversee the maintenance and repairs, including all capital improvements required to maintain a safe and healthy environment for staff and program participants;
4. Any future conveyance of the Property must be authorized by the COUNTY;

b. Subject to funding availability, CITY shall:

1. Devote sufficient personnel to lead and manage a competitive bidding process in accordance with CITY Procurement Policies and Procedures for a shelter operator, in collaboration with the COUNTY, every three (3) years, or in the event of termination of service by the current shelter operator, unless otherwise directed by the County Board of Supervisors and Salinas City Council;
    i. CITY will receive bids and collaborate with COUNTY to determine adequacy and completeness of RFP process;
    ii. CITY will document and maintain records associated with the RFP process;
    iii. CITY will work collaboratively with COUNTY to respond to and RFP questions, comments or appeals.

c. Subject to funding availability, the PARTIES shall:

1. Prior to issuing any Request for Proposals (RFP) for the selection of a service

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

provider to operate the SHARE Center, City and County staff shall provide written notice to the Board of Supervisors and the Salinas City Council. Execution of any new operator agreement resulting from such solicitation shall be contingent upon the approval of the new operator by the Monterey County Board of Supervisors and the Salinas City Council.

2. Be responsible for 50% of the total operating costs of the SHARE Center which may be covered by federal, state, or local funding. "Operating costs" include, but are not limited to:
    i. Operator contract(s)
    ii. Rapid Re-Housing and Housing Navigation
    iv. Maintenance and janitorial services
    v. Utilities (electricity, gas, water, internet, etc.)
    vi. Security
    vii. Supplies and equipment
    viii. Insurance
3. Partner with Operator on annual reports to the County Board of Supervisors and City Council. Such reports shall include, but is not limited to:
    i. Number and demographics of persons served
    ii. Number of persons housed to permanent housing outcomes
    iii. Number of persons temporarily housed in other locations (other shelters, transitional housing, bridge, etc.)
    iv. Bed capacity and occupancy rates by month
    v. Number of individuals connected to non-cash benefits
    vi. Number of individuals connected to cash income (employment, SSI/SSDI, etc.)
    vii. Number of individuals connected to health insurance
    viii. Average length of stay
    ix. HMIS compliance
4. Devote sufficient personnel to identify, pursue, and manage state, federal, and local funding and subsequent contracts required to fund the SHARE Center's daily operations;
5. In the event that anticipated funding is not available or is reduced, the PARTIES agree to enter into good faith negotiations to revise the terms of this MOU;
6. Work collaboratively to develop a transparent and fair formal solicitation of proposals from qualified service providers to operate the SHARE Center, that shall include two (2) representatives from each entity, one member of the Continuum of Care lead agency, and at least one person with lived experience on the rating and ranking panel;
7. Collaborate on drafting contracts with aligned metrics for ongoing operations of the SHARE Center.
8. Align program outcome goals to the Continuum of Care's established performance benchmarks to achieve a comprehensive approach to addressing homelessness in Monterey County;
9. Partner on public communications, including press releases, media advisories, public statements, social media content, and informational materials related to the SHARE Center;

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

10. Share data necessary to support program operations, performance monitoring, compliance reporting, and evaluation of the SHARE Center. Shared data may include, but is not limited to:
    i. Shelter utilization statistics
    ii. Demographic and needs data (as allowable)
    iii. Outcome and performance metrics
    iv. Program budgets and expenditure reports
    v. HMIS-generated reports (as permitted under applicable data-sharing agreements)
    vi. Financial reporting and grants management
    vii. Property and environmental records, reports, studies, and other information related to the facility;
11. Convene monthly meetings with the Operator, or as otherwise mutually agreed upon, to review SHARE Center operations, outcomes, and financial status. Standing agenda topics may include, but are not limited to:
    i. Review of shelter utilization and performance metrics
    ii. Review of financial reports and invoices
    iii. Budget planning and cost reconciliation
    iv. Updates on grant applications and funding opportunities
    v. Operational challenges and resolution planning
    vi. Community engagement and stakeholder feedback
    vii. Contract compliance and reporting deadlines
12. If there is a disagreement between the PARTIES or their representative(s), the PARTIES shall proceed with resolution as outlined in **Exhibit B: DISPUTES AND CORRECTIVE ACTION** which is incorporated by this reference.

d. Capital Improvements, Maintenance, and Repairs

1. **Definition of Capital Improvements.** Capital Improvements shall mean any permanent additions, structural changes, or upgrades to the SHARE Center facility. Capital Improvements may include, but are not limited to, roof replacement, major HVAC system upgrades, plumbing or electrical overhauls, structural renovations, and significant alterations requiring permits or capital expenditure approval.
2. **Definition of Maintenance and Repairs.** Maintenance and Repairs shall mean routine, periodic, or minor work necessary to keep the facility, its systems, and equipment in good operating condition, including corrective actions to restore functionality without materially extending the facility's useful life. Maintenance and Repairs include janitorial services, landscaping, painting, fixture replacement, minor plumbing or electrical repairs, pest control, and general upkeep.
3. **Schedule of Capital Improvements, Maintenance, and Repairs.** No later than November of each year, the Parties agree to develop an agreed upon schedule of capital improvements, maintenance and repairs, identify costs, and establish a cost sharing strategy to meet the goals and objectives of the schedule.
4. **Coordination and Notification.** Each Party shall promptly notify the other of any condition requiring repair or maintenance to prevent deterioration of the facility or interruption of services. The PARTIES shall coordinate on scheduling such work

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

to minimize disruption to program operations.

5. **Meet and Confer.** The PARTIES agree to meet and confer regarding cost share prior to incurring any expense related to Capital Improvements or major/extensive emergency Maintenance or Repair.

Section 1.2 Right of Entry

The CITY and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the CITY shall repair and restore any damage it may cause.

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance

The PARTIES, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the SHARE Center. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Five (5) Year Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the "Five (5) Year Term of Use", as set forth above. Upon expiration of the initial term, the Agreement may be renewed for two (2) additional terms of five (5) years, provided that the PARTIES delivers written notice of its intent to renew no less than one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall be subject to mutual agreement of the PARTIES on any revised terms and conditions, which shall be documented in writing prior to the commencement of the renewal term.

Section 2.3 Termination

This MOU may be terminated by either Party upon one hundred twenty days (120) days advance written notice. Prior to any said termination, the PARTIES shall meet and confer in good faith. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Section 2.4 Mutual Indemnification

The PARTIES shall indemnify, defend, and hold harmless the COUNTY and CITY, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the PARTIES and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by either PARTY. It is the intent of the PARTIES to this MOU to provide the broadest possible coverage for the COUNTY and CITY. Either PARTY shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the PARTY is obligated to indemnify, defend and hold harmless the COUNTY pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5 Insurance

During the Term of this MOU, the PARTIES shall each secure and maintain the insurance or self-insurance as described in **Exhibit A**.

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

a. Records to be maintained. The PARTIES shall maintain all records and such records shall include but not be limited to:
    1. Records providing a full description of each activity undertaken.
    2. Records required to document the solicitation and selection of a developer and operator.
    3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The PARTIES shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU with the COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the SHARE Center.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The PARTIES agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The PARTIES each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The PARTIES agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the PARTIES.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the PARTIES shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the PARTIES may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Assistant City Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may be amended by a written administrative amendment executed by the City Manager or County Administrative Officer or their respective designees, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

This MOU may not be modified, supplemented, or amended unless in writing by the PARTIES. Any modification, supplementation, amendment, or waiver must be signed by all PARTIES.

Section 6.8 Actions by the CITY and COUNTY

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the CITY or COUNTY, the approval, consent, authorization, or waiver of the City Manager or COUNTY Administrative Officer or their respective designees, shall constitute the approval, consent, authorization or waiver of the CITY/COUNTY without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

Section 6.9 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.10 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14 Recitals

The PARTIES understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Insurance Requirements
Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

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.

SIGNATURES ON FOLLOWING PAGE

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES on the day and year written below.

COUNTY OF MONTEREY:	**CITY OF SALINAS:**
COUNTY Administrative Office, Sonia M. De La Rosa, COUNTY Administrative Officer By: _____ Deborah Paolinelli, Assistant COUNTY Administrative Officer Date:_____	City of Salinas Rene Mendez, City Manager By: _____ Rene Mendez, City Manager Date:_____
APPROVED AS TO FORM: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, COUNTY Counsel By: DocuSigned by: Anne Brereton A46091E5DE63489... Anne Brereton, Deputy COUNTY Counsel Date: 12/3/2025 | 3:40 PM PST	**APPROVED AS TO FORM:** City of Salinas Christopher A. Callihan, City Attorney By: DocuSigned by: Christopher Callihan 1895479BC5A349F... Date: 12/5/2025 | 9:21 AM PST
APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, Acting COUNTY Counsel By: DocuSigned by: David Bolton 3E7A6EF11DD8446... David Bolton, Risk Manager Date: 12/3/2025 | 4:45 PM PST	

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

EXHIBIT A: INSURANCE REQUIREMENTS

The PARTIES each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

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, 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.

2. **Auto Liability Coverage:** with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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 disease.

Docusign Envelope ID: C4683821-DE9B-4AC9-8F8A-15ACBEB30E68

EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between PARTIES shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. PARTIES shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. PARTIES shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COUNTY of information regarding a perceived failure by CITY to comply with any provision of this MOU, COUNTY has the right to forward CITY a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of City's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by CITY of information regarding a perceived failure by COUNTY to comply with any provision of this MOU, CITY has the right to forward COUNTY a noticed of CITY'S intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY has the right to require the presence of COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-16238
a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute an Agreement between the County of Monterey, for services at County of Monterey Health Department and Raimi + Associates, Inc. for the creation of a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, in the amount of $67,671 for a term of April 25, 2023 through March 31, 2024; and
b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement.

PASSED AND ADOPTED on this 25th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 April 25, 2023.

Dated: April 27, 2023
File ID: A 23-115
Agenda Item No.: 23

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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:

Raimi + Associates, 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: conduct a data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

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: $ 67,671

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 25, 2023 **to** March 31, 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:

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

DS MDR

Contractor

DS DRW

County

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.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

DS MDR
Contractor

DS DKW
County

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering ~~all~~ motor vehicles, including ~~owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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:**
Krista Hanni, Planning, Evaluation, and Policy Manager	Kym Dorman, Project Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	1900 Addison Street, Suite 200 Berkeley, CA 94704
Address	Address
831.755.4586	510.666.1010
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B744087AA9D44B... Debra R. Wilson
Contracts/Purchasing Officer

Date: 5/1/2023 | 2:02 PM PDT

By: DocuSigned by: Elsa Jimenez 7C7A30BA59CA423... Elsa Jimenez
Department Head (if applicable)

Date: 5/3/2023 | 12:05 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta
County Counsel
Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Jennifer Forsyth
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Raimi + Associates, Inc.
Contractor/Business Name *

By: DocuSigned by: Matthew D. Raimi 4E7004AE83D64E2... (Signature of Chair, President, or Vice-President)

Matthew D. Raimi President and CEO
Name and Title

Date: 3/30/2023 | 12:04 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. 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 per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

ADDENDUM NO. 1

To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Raimi + Associates, Inc.

This Addendum No. 1 amends and modifies the County of Monterey Standard Agreement (hereinafter "Agreement") by and between the County of Monterey, for services at Monterey County Health Department (hereinafter "COUNTY") and Raimi + Associates, Inc. (hereinafter "CONTRACTOR").

This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to **Section 7.0 TERMINATION** as follows:

1. **Agreement Paragraph 7.02 TERMINATION.**
   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, COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. The CONTRACTOR shall be given 10 working days to correct any deficiency. COUNTY may be relieved of the payment of any consideration to CONTRACTOR for the disputed portion of the work.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Raimi + Associates, Inc.

Approved:

By: DocuSigned by: Matthew D. Raimi 4E7994AE83D64E2...

Matthew D. Raimi President and CEO

Name and Title

Date: 3/30/2023 | 12:04 PM PDT

Approved:

By: _____

_____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

By: DocuSigned by: Stacy Saetta Stacy Saetta C0ECE1B99F444A9...

Deputy County Counsel

Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

Approved:

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth 4E7E657875454AE...

Auditor/Controller

Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved:

By: DocuSigned by: C7A39BA59CA8423...

Elsa Mendoza Jimenez/ Director of Health

Date: 5/3/2023 | 12:05 PM PDT

Approved:

By: DocuSigned by: Debra R. Wilson Debra R. Wilson 7B741937AA0D41B...

Contracts/Purchasing

Date: 5/1/2023 | 2:02 PM PDT

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT A

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

2. Process to include:

    a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY's Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.

    b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY's Strategic Planning Team nine (9) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY's Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by November 30, 2023
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by January 31, 2024

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$67,671** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management	$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways)	$10,300
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs, other specified MCHD leaders, and 1 joint meeting with Natividad)	$30,400
4.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan	$14,700
5.	General office expenses (3%)	$1,971
	Total	$67,671

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Krista Hanni
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: hannikd@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $67,671", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $95,836".

2. **Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing** "The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT" **and replacing it with** "The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 unless sooner terminated pursuant to the terms of this AGREEMENT.

3. **Exhibit A, "Scope of Services/Payment Provisions", shall be amended by removing** Exhibit A of this agreement **and replacing it with** "Exhibit A-1". All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.

6. This AMENDMENT No. 1 shall be effective upon execution.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson
Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated:3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
3/19/2024 | 4:24 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel.

Dated:3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated:3/15/2024 | 12:30 PM PDT

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

Printed Name and Title

Dated:

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT A-1

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

2. Process to include:

    a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY's Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.

    b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY's Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY's Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

    c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$95,836** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management.	$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	$14,700
	Total	**$93,010**
6.	General office expenses (3%).	$2,826
	Grand Total	**$95,836**

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices should be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 2 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836.

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $95,836", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $113,284".

2. **Exhibit B-2, "Scope of Services/Payment Provisions (Graphic Design Services)", shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit B-2 shall be construed to refer to Exhibit B.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.

5. This AMENDMENT No. 2 shall be effective upon execution.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 8/20/2024 | 4:12 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
8/20/2024 | 3:48 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 8/20/2024 | 2:35 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 8/15/2024 | 8:54 AM PDT

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

Printed Name and Title

Dated:

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT B-2

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Graphic Design Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$113,284** 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:

This Section Intentionally Left Blank*

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement excecution	**$2,995**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	• Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual prefeneces meeting to happen upon MCHD staff completion of questionnaire.	**$2,995**
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	• Template to be completed by CONTRACTOR within one week following quetionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft.	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.	**$6,230**
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.	**$2,280**
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.	**$480**
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan.	• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.	**$1,960**
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.	
Subtotal			**$16,940**
Offices Expenses (3%)			**$508**
GRAND TOTAL (Tasks 1-6)			**$17,448**

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 3 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $113,284", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $168,415".

2. **Exhibit C-3, "Scope of Services/Payment Provisions (Strategic Planning Process for Hitchcock Road Animal Services)", shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit C-3 shall be construed to refer to Exhibit C.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

5. This AMENDMENT No. 3 shall be effective upon execution.

********** ***Signature Page to Follow*** **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson
Contracts/Purchasing Officer

Debra Wilson
Contracts & Purchasing Officer

Dated: 10/18/2024 | 10:06 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
Deputy Auditor/Controller

Patricia Ruiz
Auditor Controller Analyst I

Dated: 10/18/2024 | 7:40 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Deputy County Counsel

Stacy Saetta
Chief Deputy County Counsel

Dated: 10/17/2024 | 1:50 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 10/10/2024 | 5:23 PM PDT

DocuSigned by:
By: Kym Dorman
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 10/9/2024 | 3:30 PM PDT

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT C-3

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$168,415** 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:

***********This Section Intentionally Left Blank**********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.	**Within 10 days of agreement excecution**	**$7,400**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Conduct Envrionmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• **October 2024 through March 2025**	**$9,090**
Rapid Environmental Scan			
CONTRACTOR to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews (e.g., with core leadership team, advisory committee members), and conducting up to 2 focus groups (e.g., with board members, volunteers, community members, additional staff.) CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. Virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to conduct 2 of the 6 interviews in March 2025 to confirm available resources aligned with identified priorities for the strategic plan.			
TASK 3: Strategic Planning Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• **November 2024 - July 2025**	**$23,360**
Plan and facilitate 5 virtual Strategic Planning Team Meetings			
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	• **February 2025** CONTRACTOR will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at HRAS, and 2) identifying CONTRACTORS' Proposal to Facilitate HRAS' Strategic Planning Process 5 considerations, challenges, and gaps that should be considered during the strategic planning process. CONTRACTOR will engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan and will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to draft goals and outcomes; meeting agenda and meeting highlights.	• **April 2025** Based on the discussion in meeting #2 and input gathered to date, the group will review draft goals, strategies and outcomes and begin prioritizing goals and strategies. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will identify anything that is missing.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to outline HRAS Strategic Plan; updated goals and strategies; meeting agenda and meeting highlights.	• **May 2025** CONTRACTOR will review and finalize the goals and strategies based on all input to date. CONTRACTOR will present the outline of the final strategic plan. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.	
Meeting #5 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• **June 2025** CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• **June 2025** CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #5, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	**$13,640**
Final Document			
Subtotal			**$53,490**
Offices Expenses (3%)	General Office Expenses		**$1,641**
GRAND TOTAL (Tasks 1-6)			**$55,131**

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 4 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026.

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $168,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $173,415".

2. **EXHIBIT B-2**, **"Graphic Design Services", shall be amended by** removing EXHIBIT B-2 of this AGREEMENT **and replacing it with** "EXHIBIT B-4". All references in Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-4.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

3. **EXHIBIT C-3**, **"Strategic Planning Process for Hitchcock Road Animal Services", shall be amended by** removing EXHIBIT C-3 of this AGREEMENT **and replacing it with** "EXHIBIT C-4". All references in Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-4.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

6. This AMENDMENT No. 4 shall be effective upon execution.

********** ***Signature Page to Follow*** **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Tom Skinner
30F2300D718745F...

Tom Skinner
hasing Officer

Contracts/Purchasing Supervisor

Dated: 3/5/2025 | 8:48 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz
Controller

Auditor Controller Analyst I

Dated:
3/5/2025 | 8:36 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta
Counsel

Chief Deputy County Counsel

Dated: 3/4/2025 | 4:53 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 2/24/2025 | 1:31 PM PST

DocuSigned by:
By: Kym Dorman
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

3/3/2025 | 2:57 PM PST COO
Printed Name and Title

Dated:3/3/2025 | 2:57 PM PST

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT B-4

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Graphic Design Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$173,415** 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:

This Section Intentionally Left Blank

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and	Within 10 days of agreement excecution	**$2,995**
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	• Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual prefeneces meeting to happen upon MCHD staff completion of questionnaire.	**$2,995**
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	• Template to be completed by CONTRACTOR within one week following quetionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft.	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.	**$6,230**
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review	• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.	**$7,280**
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.	**$480**
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Documen			
Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan and review the Final plan text.	• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.	**$1,960**
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.	
Subtotal			**$21,940**
Offices Expenses (3%)			**$508**
GRAND TOTAL (Tasks 1-6)			**$22,448**

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.

Invoices should be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT C-4

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$173,415** 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:

***********This Section Intentionally Left Blank************

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management > Kick-off Meeting & Production Schedule. > Establish up to 8 additional project check-in meetings. > Schedule regular check-in meetings. > Discuss additional relevant documents to review for the project. > The HRAS Board of Directors will serve as the Strategic Planning Team. > Ongoing Project Management & Coordination	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule. CONTRACTOR shall provide final scope of work and timeline, agendas, and summarized action items.	**Within 10 days of agreement excecution** **October - June 2025**	**$6,400**
TASK 2: Conduct Envrionmental Scan Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• **January 2025 through March 2025**	**$9,090**
CONTRACTOR to work closely with HRAS' team/staff members to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews with the following statekholders: 1) HRAS core leadership team (n=5); 2) Avisory Committee Members (n=8); 3) Selected staff (e.g., 3 HRAS staff supervisors select 2-3 people from each area); 4) Memeber jurisdictions and agencies (n=5); 5) Non-member jurisdicstion and agencies (n=6); 6) Animal serving organizations in MOnterey (n=TBD; those HRAS works with on a regular basis or not). CONTRACTOR to conduct up to 2 focus groups with teh following groups: 1) Volunteers; and 2) Community members. CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. CONTRACTOR'S virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges.			
TASK 3: Strategic Planning Meetings Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• **November 2024 - July 2025**	**$23,880**
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	• **November 2024** CONTRACTOR to review the timeline and scope of the planning process and engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2).	
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes; draft goals and strategies; draft outline of the HRAS Strategic Plan.	• **February/March 2025** CONTRACTOR will review key takeaways from the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Animal Services, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. The group will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes. We will also review and prioritize draft goals and strategies. We will also present a draft outline of the strategic plan.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; Draft goals, strategies and outcomes.	• **March/April 2025** Based on the input gathered to date, the CONTRACTOR will review updated draft goals, strategies, and outcomes. CONTRACTOR will gather feedback and update the final strategic plan.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• **May 2025** In this final strategic planning, CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• **May-June 2025** Once the elements of the strategic plan are finalized in Strategic Planning Meeting #3, CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #4, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	**$13,360**
Subtotal			**$52,730**
Offices Expenses (3%)	General Office Expenses		**$2,401**
GRAND TOTAL (Tasks 1-4)			**$55,131**

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: $173,415

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 5 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by $30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed $203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

of $173,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $203,415".

2. **EXHIBIT D-5**, **"Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4"**. All references in Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-5.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

5. This AMENDMENT No. 5 shall be effective upon execution.

********** *Signature Page to Follow* **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Angelica Rulas
4DFC1176E799451...
Contracts/Purchasing Officer

Dated: 11/3/2025 | 11:19 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EE64EA7454E6...
Deputy Auditor/Controller
Auditor Controller Analyst I
Dated:
9/19/2025 | 8:29 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0FCE1B09F444A9...
Deputy County Counsel
Chief Deputy County Counsel
Dated: 9/18/2025 | 7:45 AM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
4E7994E63D64E2...
Signature of Chair, President, or Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 9/16/2025 | 11:16 AM PDT

DocuSigned by:
By: Kym Dorman
55D0BDFC9D7C46D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 9/12/2025 | 3:25 PM PDT

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT D-5

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4).

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$30,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1** below.

***************This Section Intentionally Left Blank*************

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Table 1: Raimi + Associates Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4

Task	Deliverable	Timeline	Cost
Task 1: Focus Group facilitator CALVIP Cohort 4 at program partner site (Partners for Peace)	Contractor to plan, conduct, take notes for Partners for Peace up to 9 focus groups (3 focus groups per program; in English and Spanish).	September 1, 2025, to November 15, 2025.	$14,435
Task 2: Focus Group facilitator CALVIP Cohort 4 at program partner site (Rancho Cielo)	Contractor to plan, conduct, and take notes for Rancho Cielo up to 3 focus groups (3 focus groups in English only)	September 1, 2025, to November 15, 2025.	$3,960
Task 3: Project Management	Contractor to plan and facilitate kick off meeting, client updates, and gift card distribution to participants). Contractor to submit findings including notes, summary reports, original transcripts, and recordings to County of Monterey Health Department CALVIP Cohort #4 evaluator.	September 1, 2025, to November 15, 2025.	$4,915
CONTRACTOR to work closely with CALVIP Cohort #4 lead program evaluator at County of Monterey Health Department to conduct focus groups at two program partner sites. Tasks include planning, conducting and taking notes for up to 12 focus groups and 2 CALVIP Cohort #4 program partner sites. CONTRACTOR to conduct up to 12 focus groups with the following groups: 1) Partners for Peace, 2) Rancho Cielo, 3) Natividad Medical Foundation, 4) Salinas Police Department, and 5) Community members. CONTRACTOR's virtual focus groups will take up to 90 minutes each and will explore topics related to youth violence prevention and program partners internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to provide translation services for focus groups conducted in Spanish. CONTRACTOR to translate all Spanish language transcripts into English. CONTRACTOR to prepare a summary of key takeaways in a report in English. The focus of the report will be to understand the program's internal strengthens and weakness in addressing youth violence, the external opportunities and threats/challenges, and to provide information for the CALVIP Cohort #4 team to consider as part of their program evaluation efforts. CONTRACTOR to submit all record, in English and Spanish, including transcripts, recordings, notes, and summary reports to County of Monterey Health Department. CONTRACTOR shall abide by standard data use agreement, which includes protecting participant privacy and record keeping criteria.			
Subtotal			$23,310
Additional Expenses	Incentives ($35 gift card for up to 168 participants:14 participants/group x 12 groups)		$5,880
Office & General Expenses	General Office Expenses (3% of Raimi + Associates labor cost)		$810
Grand total of Tasks 1-3			$30,000

There shall be no travel reimbursement allowed during this Agreement.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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.

Invoices shall be emailed directly to: HDADMINFinance@countyofmonterey.gov
Cc: seepersadr@countyofmonterey.gov
Cc: larav@countyofmonterey.gov

Invoices may be mailed to:
Monterey County Health Department
Attn: Accounts Payable/ADMINISTRATION
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

AMENDMENT NO. 6 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 6 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc.**,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of $67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by $28,165 due to the extended term, for a total AGREEMENT amount not to exceed $95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by $17,448 due to the additional services, for a total AGREEMENT amount not to exceed $113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by $55,131 due to the additional services, for a total AGREEMENT amount not to exceed $168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by $5,000 for additional services, for a new Total Agreement amount not to exceed $173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 5 to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by $30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed $203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT E-6, Strategic Plan Development for Environmental Health Bureau, and increase the total amount of the AGREEMENT by $67,671, for a new Total Agreement amount not to exceed $271,086, and extend the term of the Agreement by an additional three months, for a new term of April 25, 2023 through June 30, 2026; and

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

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

1. **Section 2.0, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $203,415", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $271,086".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from April 25, 2023 to March 31, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from April 25, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT E-6**, **"Environmental Health Bureau Strategic Plan Development", is hereby added and incorporated** into the Agreement in its entirety. All references in Agreement to EXHIBIT E shall be construed to refer to EXHIBIT E-6.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 6 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 6 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.

6. This AMENDMENT No. 6 shall be effective upon execution.

********** *Signature Page to Follow* **********

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 6 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Dated: 12/23/2025 | 1:53 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99E444A9...
Deputy County Counsel

Dated: 12/23/2025 | 1:43 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matt Raimi
4E7994AE83D64E2...
Signature of Chair, President, or Vice-President

Matt Raimi President and CEO
Printed Name and Title

Dated: 12/23/2025 | 8:14 AM PST

DocuSigned by:
By: Kym Dorman
55D0BDFC0D7C46D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kym Dorman COO
Printed Name and Title

Dated: 12/23/2025 | 10:31 AM PST

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

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

EXHIBIT E-6

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions
Environmental Health Bureau Strategic Plan Development

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall facilitate and support the Environmental Health Bureau in developing a Five-Year Strategic Plan to strengthen data-driven management and accountability as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $67,671 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:

Table 1: Raimi + Associates facilitating & supporting the Environmental Health Bureau in developing and a Bureau-wide Five-Year Strategic Plan.

Task	Description	Deliverable	Timeline	Cost
Task 1: Project Kickoff, Ongoing Project Management	Planning meeting, kickoff meeting, background review, pre-planning meeting, ongoing coordination	Agenda and action notes for kickoff and up to 5 additional coordination meetings, invoices	January 2025 to June 2026	$7,380
Task 2: Plan and Facilitate Strategic Planning Team (SPT) Meetings	4 virtual meetings with SPT (EHB leadership, MAs, select supervisors representing all workgroups)	Agenda, meeting materials, and action notes for 4 meetings	January 2026 To April 2026	$22,200

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

Task 3: Conduct Rapid Environmental Scan and Gather Input from External Stakeholders	Conduct document review, plan and conduct up to 4 virtual key leader interviews	Interview protocol, summary of key takeaways overall and for SWOT	February 2026 To April 2026	$11,200
4. Gather Input from Internal Stakeholders (EHB Employees)	Plan and facilitate 1 virtual meeting with members of all 7 workgroups	Agenda and meeting materials (draft goals, strategies, and implementation roles)	February 2026 To April 2026	$10,560
5. Draft and Finalize EHB Strategic Plan	Strategic plan with goals, strategies, and implementation roles (with SWOT summary included as an appendix	Draft & Final Strategic Plan (10-15-page plan with appendices)	May 22026 To June 2026	$14,360
Subtotal: Labor General Office Expenses (3% of R+A labor) Total				$65,700 $1,971 $67,671

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.

Invoices shall be emailed directly to: financeeh@countyofmonterey.gov
Cc: eisenbergjh@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental
Karla Tinajero
1270 Natividad Road
Salinas, CA 93906

Docusign Envelope ID: 561C7E85-3191-4549-8FBC-DD5F407DCA93

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

DocuSign Envelope ID: 6108BD3B-24F4-472D-948D-0805B61C88C6

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 Wendy Root Askew to:

Agreement No.: A-16676
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

PASSED AND ADOPTED on this 9th day of January 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 9, 2024.

Dated: January 12, 2024
File ID: A 23-577
Agenda Item No.: 39

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA, LLC

THIS AMENDMENT NO. 1 to the Agreement ("Agreement A-16676") is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Thermo Electron North America, LLC,** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, COUNTY and CONTRACTOR entered into Agreement A-16676 in the amount of $26,403.00 for the term January 19, 2024, through January 18, 2027, for the provision of a three-year preventative maintenance plan for existing Public Health Laboratory Equipment; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement A-16676 to increase the Agreement by $65,279.70, for a total aggregate amount not to exceed $91,682.70; for the purchase technical services and replacement parts for existing laboratory equipment and cover additional costs for parts and/or services; replace Exhibit A, Scope of Services, with Exhibit A-1, with no changes to the term of January 19, 2024, through January 18, 2027.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, "Payment Provisions", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $26,403.00." **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $91,682.70".

2. **Exhibit A,** the reference to Exhibit A Scope of Services is deleted and replaced by Exhibit A-1 Scope of Services. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on January 12, 2024.

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	**Thermo Electron North America, LLC.**
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: Resa Ferguson
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: _____	Resa Ferguson, Supervisor, Customer Service
By: _____	Name and Title
Board of Supervisors (if applicable)	
Date: _____	Date: 12/10/25 1:08 PM CST

Approved as to Form[1]

By: Signed by: kevin F. Serrano CF464EA4829E4B5... — County Counsel

Date: 12/17/2025 | 3:14 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... — Auditor/Controller

Date: 12/18/2025 | 1:17 PM PST

Approved as to Liability Provisions[3]

By: _____ — Risk Management

Date: _____

By: Marie Hunt Digitally signed by Marie Hunt Date: 2025.12.10 14:49:01 -06'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Marie Hunt Contract Administrator

Name and Title

Date: 12/10/2025

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

EXHIBIT-A-1

To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Thermo Electric North America, LLC, 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.1.1 CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.

A.1.2 CONTRACTOR shall provide technical service and replacement parts to the existing Ion Chromatography Dionex Integrion instrument, serial# 16051749, until January 18, 2027.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$91,682.70** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033				
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2024-1/18/2025**	$8,801.00	1	$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2025-1/18/2026**	$8,801.00	1	$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2026-1/18/2027**	$8,801.00	1	$ 8,801.00
		Total		**$ 26,403.00**
Service Plan Coverage for PRO, INTEGRION, CD, OVEN, DEGAS serial# 16051749				
1	Material No. 079649, ASSY, PUMP DRIVE, SVC, HPA, ICS5+	$8,040.00		$ 8,040.00
1	Material No. 701-119600 STD ZONE MIN LABOR HRS-PG2	$6,496.00		$ 6,496.00
	Upon execution - 1/18/2027	Subtotal		$ 14,536.00
		Tax 9.25%		$ 743.70
		Total		**$ 15,279.70**
	Additional costs for parts and/or services authorized by the County of Monterey Public Health Laboratory Director.			**$ 50,000.00**
		Total Not to Exceed		**$ 91,682.70**

There shall be no travel reimbursement allowed during this Agreement.

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.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 182E2425-D738-497C-98C1-AEDD9BE6CA43

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@countyofmonterey.gov

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Rite of Passage Adolescent Treatment Centers and Schools, Inc., 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **August 14, 2024** and shall remain in effect until **June 30, 2027**.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

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,

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

   c. A history of loss or limitation of privileges or disciplinary activity;

   d. A lack of present illegal drug use; and

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any 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)).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

   a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

   b. They consider the needs of the clients;

   c. They are adopted in consultation with contracting health care professionals; and

   d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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;

   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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

4. Provider Directory

a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

XIV. INDEMNIFICATION

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

XV. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

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).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 County of Monterey Health Dept. 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Lawrence Howell Executive Director/CAO Rite of Passage 20545 State Route 89 Markleeville, CA 96120 (775) 721-2972

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4820E4B6...
County Counsel

Date: 12/17/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E057875454AE...
Auditor-Controller's Office

Date: 12/18/2025

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
Contractor Business Name*

By: DocuSigned by: Lawrence Howell 4B7E7A365A2D41D...
(Signature of Chair, President, or Vice-President) *

LAWRENCE W. HOWELL
EXECUTIVE DIRECTOR/CAO
Name and Title

Date: 12/15/2025

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
2560 Business Parkway, Suite B
Minden NV, 89423

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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).

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

1. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
2. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
3. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient
2. **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 **one (1)** youth for fiscal year (FY) 24-25, **five (5)** youth for fiscal years (FY) 25-26 and **five (5)** youth for fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-2025 (1 Placement)			
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	155
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			114
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			2,396
Occupational Therapist			
Mental Health Rehab Specialist			732
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			309
Total Maximum Amount FY 2025-2026			**3,706**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Fiscal Year (FY) 2025-2026 (5 Placements)			
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	2400
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			4800
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800
Occupational Therapist			
Mental Health Rehab Specialist			14,400
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400
Total Maximum Amount FY 2025-2026			**64,800**

Fiscal Year (FY) 2026-2027 (5 Placements)			
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	2400
Physician Assistant			
Nurse Practitioner			
RN			
Certified Nurse Specialist			
LVN			4800
Pharmacist			
Licensed Psychiatric Technician			
Psychologist/Pre-licensed Psychologist			
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800
Occupational Therapist			
Mental Health Rehab Specialist			14,400
Peer Recovery Specialist			
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400
Total Maximum Amount FY 2026-2027			**64,800**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Services shall be coded under Avatar program Name/Codes

	Address	Code
Harbor City Home	**537 W. 8th Street, San Pedro, CA 90731**	**TBD**
Emancipation Home	**1691 Gramercy Avenue, Torrence, CA 90501**	**TBD**
Tustin Family Campus (Male)	**15405 Lansdowne Rd. Bldg. C, Tustin, CA 92710**	**TBD**
Tustin Family Campus (Female)	**15405 Lansdowne Rd. Bldg. D, Tustin, CA 92710**	**TBD**
Johnson House	**3068 Johnson Avenue, Costa Mesa, CA 92626**	**TBD**
Joann House	**250 Joann Street, Costa Mesa, CA 92626**	**TBD**
Baker House	**1597 Baker Street, Costa Mesa, CA 92626**	**TBD**
CA Qualifying House (Freel)	**20545 State Route 89, Markleeville, CA 96210**	**TBD**
CA Qualifying House (Tallac)	**1963 Nadowa Street, South Lake Tahoe, CA 96150**	**TBD**
CA Qualifying House (Mt. Ruby)	**145 Carson View, Markleeville, CA 96210**	**TBD**
San Pasqual Treatment Center (Female)	**17701 San Pasqual Valley Rd., Escondido, CA 92025**	**TBD**
San Pasqual Treatment Center (Male)	**17701 San Pasqual Valley Rd., Escondido, CA 92025**	**TBD**
Sierra Ridge – Yosemite	**10400 Fricot City Rd., Unit J, San Andreas, CA 95249**	**TBD**
Sierra Ridge – Mt. Lassen	**10400 Fricto City Rd., Unit M, San Andreas, CA 95249**	**TBD**
Paragon House	**714 Morse Avenue, Placentia, CA 92870**	**TBD**
Livingston House	**118 Livingston Avenue, Placentia, CA 92870**	**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.

3. 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.

Southern California Treatment Programs, Harbor City Home (Male, ages 14-18 & NMD)
RAC: Program Director, Dana Centanni
537 W. 8th Street, San Pedro, CA 90731
STRTP License # 198209663
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Emancipation Home (Male, ages 14-18 & NMD)
RAC: Program Director, Dana Centanni
1691 Gramercy Avenue, Torrance, CA 90501
STRTP License # 198209644
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Tustin Family Campus (Male, ages 18 & NMD)
RAC: Program Director, Dana Centanni
15405 Lansdowne Rd., Bldg. C, Tustin 92710
STRTP License # 306004464
Licensed up to 6 beds, single and double rooms

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Southern California Treatment Programs, Tustin Family Campus (Female, ages 14-17 & NMD)
RAC: Program Director, Dana Centanni
15405 Lansdowne Rd., Bldg. D, Tustin 92710
STRTP License # 306004463
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Johnson House (Female, ages 10-17)
RAC: Program Director, Dana Centanni
3068 Johnson Avenue, Costa Mesa, CA 92626
STRTP License # 306090097
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Joann House (Male, ages 9-15)
RAC: Program Director, Dana Centanni
250 Joann Street, Costa Mesa, CA 92626
STRTP License # 306090096
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Baker House (Female ages 9-15)
RAC: Program Director, Dana Centanni
1597 Baker Street, Costa Mesa, CA 92626
STRTP License # 306090095
Licensed up to 6 beds, single and double rooms

Southern California Treatment Programs, Paragon House
RAC: Program Director, Dana Centanni
714 Morse Avenue
Placentia, CA 92870

Southern California Treatment Programs, Livingston House
RAC: Program Director, Dana Centanni
118 Livingston Avenue
Placentia, CA 92870

CA Qualifying House (Freel) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
20545 State Route 89, Markleeville, CA 96120
STRTP License # 027202889
Licensed up to 6 beds, single and double rooms

CA Qualifying House (Tallac) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
1963 Nadowa Street, South Lake Tahoe, CA 96150
STRTP License # 090314963
Licensed up to 6 beds, single and double rooms

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

CA Qualifying House (Mt. Ruby) (Female, ages 14-17 and NMD)
RAC: Rebekah Graham
145 Carson View, Markleeville, CA 96120
STRTP License # 027005048
Licensed up to 6 beds, single and double rooms

San Pasqual Treatment Center (Female)
RAC: Dana Centanni
17701 San Pasqual Valley Rd., Escondido, CA 92025
STRTP License # 374690087
Licensed up to 6 Beds, single and double rooms
San Pasqual Treatment Center (Male)
RAC: Dana Centanni
17701 San Pasqual Valley Rd., Escondido, CA 92025
STRTP License # 374690086
Licensed up to 6 Beds, single and double rooms

Sierra Ridge Campus Yosemite Treatment Center (Male, ages 14-18 and NMD)
RAC: Paige Woodard
10400 Fricot City Rd., Unit J, San Andreas, CA 95249
STRTP License # 057006577
Licensed up to 16 beds, single and double rooms

Sierra Ridge Campus-Mt. Lassen Treatment Center (Male, ages 14-18 and NMD)
RAC: Paige Woodard
10400 Fricot City Rd., Unit M, San Andreas, CA 92025
STRTP License # 057006576
Licensed up to 16 beds, single and double rooms

4. **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 **one (1)** eligible residents for Fiscal Year 2024-2025, **five (5)** eligible residents for Fiscal Year 2025-2026 and **five (5)** eligible residents for Fiscal Year 2026-2027 of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
August 14, 2024-October 28, 2024	1
July 1, 2025 – June 30, 2026	5
July 1, 2026 - June 30,2027	5

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

I. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.

A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):

1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

J. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

K. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 Behavioral Health Bureau
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 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 <u>either</u> 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 <u>both</u> of the following criteria, (a) and (b) below:

a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to <u>either</u> of the following:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

   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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **$719,829** *(rounded to the nearest dollar)* for Fiscal Years (**FY) 2025-2027**:

Fiscal Year (FY) 2024-2025 (1 placement)					
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	155	$21.10	$3271
Physician Assistant				$9.46	
Nurse Practitioner				$10.49	
RN				$8.57	
Certified Nurse Specialist				$10.49	
LVN			114	$4.50	$513
Pharmacist				$10.10	
Licensed Psychiatric Technician				$3.86	
Psychologist/Pre-licensed Psychologist				$8.49	
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			2396	$5.49	$13,154

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Occupational Therapist				$7.31	
Mental Health Rehab Specialist			732	$4.13	$3,023
Peer Recovery Specialist				$4.34	
Other Qualified Providers – Other Designated MH Staff that Bill Medical			309	$4.13	$1,276
Total Maximum Amount FY 2024-2025					**$21,237**

Fiscal Year (FY) 2025-2026 (5 Placements)					
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	2400	$21.10	$50,640
Physician Assistant				$9.46	$
Nurse Practitioner				$10.49	s
RN				$8.57	$
Certified Nurse Specialist				$10.49	$
LVN			4800	$4.50	$21,600
Pharmacist				$10.10	$
Licensed Psychiatric Technician				$3.86	$
Psychologist/Pre-licensed Psychologist				$8.49	$
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800	$5.49	$158,112
Occupational Therapist				$7.31	$
Mental Health Rehab Specialist			14,400	$4.13	$59,472
Peer Recovery Specialist				$4.34	$
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400	$4.13	$59,472
Total Maximum Amount FY 2025-2026					**$349,296**

Fiscal Year (FY) 2026-2027 (5 Placements)					
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	2400	$21.10	$50,640
Physician Assistant				$9.46	$
Nurse Practitioner				$10.49	s
RN				$8.57	$
Certified Nurse Specialist				$10.49	$
LVN			4800	$4.50	$21,600
Pharmacist				$10.10	$
Licensed Psychiatric Technician				$3.86	$
Psychologist/Pre-licensed Psychologist				$8.49	$
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			28,800	$5.49	$158,112

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Occupational Therapist				$7.31	$
Mental Health Rehab Specialist			14,400	$4.13	$59,472
Peer Recovery Specialist				$4.34	$
Other Qualified Providers – Other Designated MH Staff that Bill Medical			14,400	$4.13	$59,472
Total Maximum Amount FY 2026-2027					**$349,296**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 **$719,829** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
August 14, 2024- June 30, 2025	$21,237
July 1, 2025 to June 30, 2026	$349,296
July 1, 2026 – June 30, 20227	$349,296
TOTAL MAXIMUM COUNTY OBLIGATION:	**$719,829**

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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."

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
Business Name of Contractor

DocuSigned by:
Lawrence Howell
4B7E7A365A2D41D...
Signature of Authorized Representative

LAWRENCE W. HOWELL
Name of Authorized Representative (printed)

12/15/2025
Date

EXECUTIVE DIRECTOR/CAO
Title of Authorized Representative

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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	Rite of Passage Adolescent Treatment Centers and Schools, Inc.	
Name of Designee	Lawrence W. Howell	
Title of Designee	Executive Director/CAO	
Street: 20545 State Route 89		
City: Markleeville	State: CA	Zip: 96120
IRS Employer Identification Number	68-003884	
I certify that the above information is complete and correct to the best of my knowledge and belief. DocuSigned by: Lawrence Howell 4B7E7A365A2D41D... Chief Administrative Officer Signature & Title of Contractor	Date 12/15/2025	

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

- 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
Contractor (Organization Name)

DocuSigned by:
Lawrence Howell
4B7E7A365A2D41D...
Signature of Authorized Representative

LAWRENCE W. HOWELL
Name of Authorized Representative

12/15/2025
Date

EXECUTIVE DIRECTOR/CAO
Title of Authorized Representative

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **August 14, 2024** (Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.** ("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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

§ 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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410I, which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies),

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504I(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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Rite of Passage Adolescent Treatment Centers and Schools, Inc.
Attn: Lawrence W. Howell
20545 State Route 89
Markleeville, CA 96120
Phone: (775) 721-2972

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where 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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

I. BUSINESS ASSOCIATE	COVERED ENTITY
By: DocuSigned by: Lawrence Howell 4B7E7A365A2D41D...	By:
Print Name: Lawrence W. Howell	Print Name: **Elsa M. Jimenez**
Print Title: Executive Director/CAO	Print Title: Director of Health Services
Date: 12/15/2025	Date:

January, 2024

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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)							

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.			

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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 $5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
		Approved Budget	**Actual for 6 Months**	**Actual Year-to-Date**
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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			$ -

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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.

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

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:

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. Federal Telehealth Law

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

Docusign Envelope ID: 1C2222AB-273D-4AF7-A8EF-14FF007D8E9E

delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

STANDALONE PLATFORM LICENSE AGREEMENT

This Standalone Platform License Agreement ("Agreement") is retroactively entered into on June 24, 2025 (the "Effective Date") by and between Conduent Healthy Communities Corporation, a California Corporation (“Conduent”), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and County of Monterey, a political subdivision of the State of California, on behalf of Monterey County Health Department (“Client” or “County”), with its principal place of business located 1270 Natividad Road, Salinas, CA 93906. Conduent and Client may collectively be referred to as “Parties” and individually as a “Party.”

This Agreement is entered into with reference to the following facts:

1. Conduent is in the business of providing an instance of the Platform (as defined below) that has a distinct domain name and URL, with certain customizations, and associated implementation, training and maintenance support services;

2. Client desires to engage Conduent to services as defined more specifically herein; and

3. Conduent and Client desire to set forth, in this Agreement, the terms which are applicable to such services engagement.

Accordingly, Conduent and Client agree as follows:

1. SCOPE OF SERVICES

Conduent shall provide a standalone website template, with certain customizations as defined herein (the “Platform”), and training and maintenance support services for the Platform, as outlined in Exhibit A, Statement of Work, attached hereto and incorporated therein (the “Services”).

2. PRICE AND PAYMENT TERMS

A. Payment & Invoicing. Conduent will provide an invoice to Client for all payments that become due for Services hereunder and Client agrees to pay Conduent for such Services in accordance with the terms of this Section. Client shall submit the invoice in the requested amount as detailed in **Exhibit A, Statement of Work as the parties mutually agree** 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 of the invoice except for any amount disputed in good faith within 30 days of the date of receipt by the County-Auditor-Controller of the invoice. In the event that any undisputed amount due to Conduent hereunder is not paid within 30 days of the County’s receipt of the invoice, without waiving any claim or right against Client and without liability whatsoever to Client, Conduent reserves the right to suspend or terminate Client’s access to the Platform and the performance of any services provided hereunder.

Upon completion of a Deliverable, Client shall provide written sign-off within thirty (30) days. After such time, if written sign-off is not received, the Deliverable shall be deemed accepted by Client.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

C. Transaction Taxes. All amounts payable under this Agreement are exclusive of any and all Transaction Taxes. Client shall pay, reimburse and indemnify Conduent for any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this Agreement and any transaction documents, including but not limited to sales, use, value added, services, rental, excise, transactionally-based gross receipts, and privilege taxes, plus any interest and/or penalty thereon ("Transaction Taxes"). Transaction Taxes do not include (i) any taxes on Conduent's income or taxes in lieu of such income taxes, capital, property, employment or the privilege of doing business, or (ii) taxes on any goods and services used or consumed in performing the Services (including services obtained from subcontractors and/or Conduent affiliates) where the tax is imposed on Conduent's acquisition or use of such goods and services and the amount of tax is measured by Conduent's costs in acquiring, or the value associated with such goods and services. Transaction Taxes will be included in Conduent's invoice unless (i) the Client timely provides, and Conduent accepts proof of the Client's tax-exempt status or (ii) Conduent is not registered to collect Transaction Taxes in a particular tax jurisdiction, in which case the Client shall be responsible for self-reporting and remitting Transaction Taxes directly to the taxing authority. If a taxing authority determines Conduent did not collect all Transaction Taxes, the Client shall remain liable to Conduent for such additional Transaction Taxes. Conduent and the Client each agree to take commercially reasonable steps to cooperate with each other in order to minimize Transaction Taxes imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law. Conduent and the Client agree that each of (i) the legal entity issuing an invoice and receiving a payment, and (ii) the legal entity receiving such invoice and making such payment, shall be organized in the United States. Prior to the first payment by the Client pursuant to this Agreement, Conduent shall provide to the Client a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, claiming an exemption from backup withholding. Upon receipt of such form, the Client shall not withhold any portion of the payments made pursuant to this Agreement.

3. TERM AND TERMINATION

A. Term of Agreement. This Agreement will commence on the Effective Date and will remain in force for a period of three years ("the Initial Term"). After the Initial Term, the term of this Agreement shall continue at the option of Client to extend the Agreement for up to two (2) additional one (1)-year extensions ("a Renewal Term") under mutually agreed pricing terms for each Renewal Term, unless otherwise terminated as provided herein (the "Term"). The Term may be extended upon mutual written agreement of the Parties.

B. Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' prior written notice in the event of a material breach by the other Party of its obligations under this Agreement and the Party said to be in breach fails to cure the condition of breach within thirty (30) days after receipt of the notice of breach.

C. Termination for Non-payment. Conduent will have the option, but not the obligation, to terminate this Agreement or suspend performance of the Services if Client fails to pay when due undisputed amounts owing to Conduent, and Client fails to cure such failure within thirty(30) days after receipt of written notice from Conduent.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

D. Effect of Termination. Upon termination of this Agreement, all rights and duties of the Parties toward each other shall cease except that (i) Client shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Conduent for unpaid Services performed up to the date of termination, and related expenses, if any, in accordance with the terms of this Agreement, and (ii) Sections 4, 5, 6, 7, 8, and 10 shall survive termination of this Agreement.

E. Termination without Cause. During the Term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to Conduent 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.

F. Termination for Lack of Government Funding. The County's payments to Conduent 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 shall give written notice of this fact to Conduent, 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.

4. REPRESENTATIONS BY CONDUENT

A. No Conflict. Conduent represents that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the Services to be provided under this Agreement.

B. Performance of Services. Conduent will perform the Services in a workmanlike manner in substantial compliance with Exhibit A, Statement of Work. If Conduent fails to perform the Services as represented in this Section and Client reports such failure to Conduent within ten (10) days after completion of such Services, Conduent will, at its expense, use commercially reasonable efforts to re-perform the Services to the standards stated herein. The foregoing is Client's sole and exclusive remedy for a breach of representations set forth in this Section.

C. No Other Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, CONDUENT DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Except for the limited representations provided herein, all Services and other materials delivered by Conduent ("Deliverables") are provided on an "AS IS" basis. Client acknowledges that Conduent's Deliverables and Services are not a substitute for legal advice in meeting federal, state or local regulations for conducting community health needs assessments or providing health information to communities.

5. INDEMNIFICATION

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

A. Conduent will defend, indemnify, and hold harmless Client and its successors and assigns, and each of their respective officers, directors, employees, and agents, from and against any third-party claim, action, suit, demand, investigation, proceeding, liability, loss, damage, cost, fine, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of (a) Conduent's negligence or material breach of the Agreement, or violation of any applicable law in connection with its performance under the Agreement, or (b) any bodily injury or death to persons or tangible property damage in connection with its performance under the Agreement (collectively, "Claim(s)"), including the payment of all amounts that a court or arbitrator awards or that Conduent agrees to in settlement of any Claim(s) as well as any and all reasonable expenses or charges as they are incurred by Client in cooperating in the defense of any Claim(s). Conduent shall not enter into any stipulated judgment or settlement that purports to bind Client without Client's express written authorization, which shall not be unreasonably withheld.

B. Intellectual Property Indemnification.

1. Conduent shall indemnify, defend, and hold harmless Client, its officers, agents, and employees from and against any and all claims, demands, suits, causes of action, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and expert costs) arising out of or relating to any claim that the Services, work product, materials, or deliverables provided by Conduent under this Agreement, or Client's use thereof in accordance with this Agreement, infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

2. In the event of such a claim, Conduent shall, at its sole expense and option:, (i) modify Conduent's software to make it non-infringing or cure any claimed misuse of another's trade secret, provided such modification does not adversely affect the functionality of the software, or (ii) procure for Client the right to continue using Conduent's software pursuant to the applicable Service Agreement, or (iii) replace Conduent's software with substantially equivalent software that is non-infringing or that is free of claimed misuse of another's trade secret. Any costs associated with implementing any of the above alternatives shall be borne by Conduent. With respect to any software provided or developed by Conduent pursuant to this Agreement, Conduent shall have no liability to Client (i) to the extent that any claim of infringement is based upon Client's use of the software in connection or in combination with equipment, devices or software for which the software was not designed, (ii) for infringements that arise solely as a result of the implementation by Client of functionality requirements or specifications presented by Conduent and such infringement would have been avoided had such requirements or specifications not been implemented and (iii) for maintenance, modifications, updates, enhancements and improvements made to the software by Client, if such claim would not have arisen but for such modification or combination.
3. Client's right to indemnity pursuant to Section 5.B.1. for intellectual property infringement and remedy set forth in section 5.B.2. shall not apply to any claims of indirect or contributory infringement. Specifically, Conduent will have no liability to Client for claims of infringement to the extent resulting from: (i) specifications and materials developed and provided by Client to Conduent; (ii) modification of the Services, work product, materials, or deliverables by Client; (iii) use or incorporation of the Services, work product, materials, or deliverables in a manner by Client for which they were not designed or in violation of this Agreement; or (iv) use of the Services, work product, materials, or deliverables by Client in combination with items not intended, provided, or specified by Conduent.

6. INTELLECTUAL PROPERTY

A. Licenses. During the Term and in consideration for Client's payment of fees as defined in this Agreement, Conduent grants to Client a non-exclusive, non-transferable, non-sublicensable, license to (i) access and remotely interact with the Platform implementation site and allow users of the Platform ("Users") such access and interaction; (ii) use Conduent's Trademarks (as defined below) solely as defined in this Section 6; (iii) access Platform utilization data; (iv) access error corrections to the Platform, including fixes to problems in software, but excluding additional options, enhancements, and/or new features. Client grants to Conduent a worldwide, non-exclusive, royalty free license to use, reproduce, distribute, perform and display and all content it provides to Conduent in connection with the Platform and this Agreement.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

B. Trademarks. Conduent and Client each grant to the other a limited, non-exclusive, non-sublicensable, worldwide license to use the other's trademarks, trade names, copyrights, logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each Party's obligations under this Agreement during the Term. Conduent and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. Conduent and Client may each terminate the other's license to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such issue is not cured within ten (10) days' of notice thereof. Each Party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other Party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights, licenses or uses whatsoever in or to the Conduent Platform of Conduent's Trademarks are granted to Client. Conduent is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, through the world (including all intellectual property and other proprietary rights), in and to the original and copies of the Conduent Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the Platform, and any Deliverables and Services provided under this Agreement.

C. Protections. Conduent and Client shall cooperate to police and protect the Platform and its associated intellectual property notices on all copies Client produces or reproduces of the Platform and associated data, screens and software, and shall not remove any Conduent intellectual property notices from any materials. Any website through which a user interacts with the Platform shall have, at a minimum, attribution to Conduent for creating and operating the website and Services, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, Conduent copyright notices on all pages, and appropriate credit for the Platform and links back to Conduent in any "about us" section.

7. CONFIDENTIAL INFORMATION

A. Defined. During the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as 'confidential': (i) information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, and (ii) Conduent software licensed or otherwise made available to Client (collectively, "Confidential Information").

B. Confidentiality. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information of a similar nature, but in no event with less than a commercially reasonable degree of care, and (ii) not disclose any such Confidential Information to any person or entity, except the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

C. Exclusions. The obligations of confidentiality will not apply to any Confidential Information that: (i) is or becomes generally available to and known by the public other than a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party, or (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

D. Limited Waivers. The terms of this Section will not preclude the disclosure of Confidential Information by the Receiving Party if such disclosure is: (i) in response to a valid order of a court or other governmental body of the United State or any political subdivision thereof, (ii) otherwise required by applicable law or regulation, or (iii) necessary to establish the rights under this Agreement, provided however, that the Receiving Party will limit the disclosure to the extent required for such purposes.

8. LIMITATION OF LIABILITY

9. A. NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT CONDUENT'S LIABILITY FOR (1) ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (SECTION 5); (2) CONDUENT'S INFRINGEMENT OF CLIENT'S INTELLECTUAL PROPERTY RIGHTS (SECTION 6); (3) BREACH OF SECTION 7 (CONFIDENTIALITY) OF THIS AGREEMENT; OR (4) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
10. B. SUBJECT TO SECTION 8(A) ABOVE, (1) CONDUENT SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED LO LOST PROFITS, LOST REVENUE, AND LOST OPPORTUNITY, EVEN IF EITHER PARTYHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES OR SUCH DAMAGES, LOSSES, OR EXPENSES WERE REASONABLY FORESEEABLE; AND (2) CONDUENT'S TOTAL, MAXIMUM. AGGREGATE LIABILITY TO CLIENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF $100,000 OR THE TOTAL PAYMENTS RECEIVED BY CONDUENT.
11. C. NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT CLIENT'S LIABILITY TO THE EXTENT ARISING FROM CLIENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR CLIENT'S BREACH OF SECTION 7 (CONFIDENTIALITY), OR TO THE EXTENT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
12. D. SUBJECT TO SECTION 8(CA) ABOVE, (1) CLIENT SHALL NOT BE LIABLE TO CONDUENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, AND LOST OPPORTUNITY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES OR SUCH DAMAGES, LOSSES, OR EXPENSES WERE

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

REASONABLY FORESEEABLE, AND (2) CLIENT'S TOTAL, MAXIMUM, AGGREGATE LIABILITY TO CONDUENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF $100,000 OR THE TOTAL PAYMENTS RECEIVED BY CONDUENT.

13. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to create a partnership, joint venture or similar relationship between the Parties and, except as otherwise expressly provided herein, no Party shall be deemed to be the agent of the other Party, it being understood and agreed that neither the method of computing compensation nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of independent parties contracting for services. Neither Party has or shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

14. NON-SOLICITATION

Client will not solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of Conduent's Personnel or the Personnel of its affiliates, during their participation in the Services or during the twelve (12) months after the conclusion of such participation. "Personnel" includes any individual or company Conduent employs or has employed as a partner, employee or independent contractor and with which Client comes into direct contact in the course of the Services. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

15. INSURANCE REQUIREMENTS

A. Evidence of Coverage: Prior to commencement of this Agreement, Conduent shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Conduent 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 Conduent.

B. 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.

C. Insurance Coverage Requirements: Without limiting Conduents's duty to indemnify, Conduent 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

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

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 Conduent 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.)

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.

D. 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.

Conduentshall 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 Conduent 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 Conduent. Auto liability coverage shall be provided in the form of an endorsement to Conduent's insurance.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

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 Conduent'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 selfinsurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of Conduent'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 Conduent. Should Conduent be self-insured for workers' compensation, Conduent 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, Conduent shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that Conduent has in effect the insurance required by this Agreement. Conduent 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. Conduent 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 Conduent and Conduent shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Conduent to maintain such insurance maybe a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement in accordance to Section 3(b) of this Agreement.

16. MISCELLANEOUS PROVISIONS

A. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

B. Severability. In the event any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision of this Agreement will not be affected and, in lieu of such invalid or unenforceable provision, there will be added automatically as part of this Agreement one or more provisions as similar in terms as may be valid and enforceable under applicable law.

C. Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from fire, explosion, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, riot, war, terrorism, civil disorder, rebellions or revolutions, quarantines, wide spread disease or sickness, embargoes and other similar government or third party action, or any other cause beyond the reasonable control of such Party ("Force Majeure Event"). The Party whose performance has been delayed or prevented shall act diligently to resume performance as soon as reasonably possible.

D. Waiver. The waiver by any Party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California; , without regard to the conflict-of-laws rules of the State of California. All disputes arising out of or in connection with this Agreement shall be adjudicated in, and the Parties consent to the jurisdiction of (and waive any defenses, including forum non conveniens, as to venue situated in), **Monterey County or, if jurisdiction is vested exclusively in the federal courts, the United States District Court for the Nother District of California..**

F. Notices. Any notice required or permitted by this Agreement shall be addressed to the Parties at the addresses shown below or such other address as either Party may notify the other of in a written notice delivered to the other Party in accordance with this Section. Notices shall be deemed given when delivered in hand or three (3) business days after the date mailed by United States mail, postage prepaid, or when actually delivered.

If to Conduent:

Conduent Healthy Communities Corporation
100 Campus Drive, Suite 200
Florham Park, NJ 07932
Attn: Healthcare Group President

With a copy to: Conduent Law Department

And an electronic copy to:
clientcontracts@conduent.com

If to Client:
Sarah House – Departmental Information Systems Manager
1270 Natividad Road, Salinas, Ca. 93906
831-755-4531

G. Entire Agreement. This Agreement, together with Exhibit A, Statement of Work, attached hereto and incorporated therein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications, whether written or oral, relating to the subject matter hereof.

H. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. This Agreement may be electronically signed and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

For Conduent Healthy Communities Corporation

Signed by:
Signature: 2.Kimberly Marshall
6630F7B1354E484...

Printed Name: 2. Kimberly Marshall

Title: Head Commercial

Date: 12/4/2025 | 1:05 PM CST

DocuSigned by:
Signature: Jeff Neiheisel
A34B1F28BCB440D...

Printed Name: Jeff Neiheisel

Title: Assist. Secretary

Date: 12/4/2025 | 2:10 PM CST

For County of Monterey, on behalf of Monterey County Health Department

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

Chief Deputy County Counsel

12/16/2025 | 12:21 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz

Auditor Controller Analyst I

12/15/2025 | 2:31 PM PST

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

EXHIBIT A

STATEMENT OF WORK

A. Platform. Conduent shall provide a version of the Platform which will be configured for the counties, identified herein as follows: Monterey County in the State(s) of:California, and shall include the following features:

1. Data and Analysis Features:
   a. Core Indicators (Attachment A) – Health and quality of life indicators as available from public, online state or national data sources. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Core indicator list is subject to change from time to time depending upon data availability and strategy, and data values may be suppressed or unavailable if statistically invalid. See Attachment A for list of Core Indicators to be included under this Statement of Work. Client requests for additions or edits to the core list may incur additional costs and must be mutually agreed upon by the Parties in writing. Client can add local data into the Community Dashboard (see "#4-Customization Tools & Options") for no additional fees.
   b. Demographics (Attachment B)- US Census Bureau QuickFacts Profile
   c. Community Behavior Indicators (Attachment C)–– Not Included.
   d. Community Spending Indicators (Attachment D) – 12 spending-to-income ratio indicators, 5 community spending indicators. Available at the state, county, zip code, and census tract levels.
   e. Hospitalization and Emergency Department Data* (Attachment E) - Included. See selection below.

      Potentially-Preventable Cause Indicators

      ☒Hospitalization Rates (19 Indicators)

      ☒ER Rates (18 Indicators)

      Behavioral Health Indicators

      ☒Hospitalization Rates (8 Indicators)

      ☒ER Rates (8 Indicators)

      *Note: Client is responsible for obtaining and purchasing, if there is a fee, hospital utilization data from the state/agency that holds data. These indicators are provided at county and zip code level (based on statistical validity); two measurement periods included as baseline; age-adjusted data. Conduent will publish calculated rates to the Community Dashboard within 10-12 weeks of receipt of hospital utilization data.

   f. Regional Rollup – Not Included.
   g. SocioNeeds Index® Suite – Provides analytics around social determinants of health to advance equitable outcomes. Each index summarizes multiple health and socioeconomic indicators for counties, zip codes, and census tracts into one validated composite score to help identify areas for action.
      i. Healthy Equity Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes.
      ii. Food Insecurity Index – A measure of food access that is correlated with social and economic hardship.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

iii. Mental Health Index – A measure of social determinants and health factors correlated with self-reported poor mental health.

h. Data Scoring Tool – Rank indicators on the Conduent Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher-level ranking of community health needs. Reports are downloaded from the administrative system at the county level.

i. GIS Maps – Quickly visualize health and quality of life indicators within Client's community; Geographic Information System ("GIS") Maps display indicators available for standard geographies (county, zip code and census tract).

j. Data Extracts – Provides the site administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. Evaluation and Tracking Tools
   a. Healthy People 2030 Tracker – Conduent-maintained progress tracker for key Healthy People 2030 targets
   b. Local Progress Trackers – Allows site administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
   c. Locally Added Targets - Client can add local targets to Conduent-maintained and locally maintained indicators using the self-service tool.
3. Resources Features
   a. Promising Practices – Database of 2,000+ health and quality of life programs and policies from across the country classified by effectiveness
   b. Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, 211 resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by Client.
   c. Funding Opportunities – Conduent-maintained collection of national grants and funding opportunities.
   d. CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
   e. Location Report Builder – Quickly create location-specific summary reports that can be linked as pages on the Platform, exported as PDFs, and shared with others.
   f. Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.
4. Customization Tools and Topics

   a. Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHC as well as custom pages created by Client.
   b. Tiles – Conduent's custom content management system. Allows Client to easily create and administer pages without having to know HTML. Client can select from more than 15 unique tile options to highlight Conduent's core tools (indicators, maps, related content, etc.) as well as locally maintained content (Client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

c. Homepage – Homepage designed using Tiles (Conduent's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
d. Custom Web Pages – Allows site administrator to create unlimited custom web pages using Tiles (Conduent's custom content management system); system does not require HTML knowledge.
e. Stories – Site administrator can create a cohesive narrative by combining data visualizations, text, and images. The Stories module is organized by chapters, pages, and items.
f. Locally Maintained Indicators – Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. Conduent provides training and guidance to support local content addition.
g. Language Translation – Automated translation of website for 40+ languages supported by Google.

B. Support Services. Conduent shall provide the following Support Services:

1. Account Manager Training and Support Services. Conduent will provide the following Support Services to assist in the maintenance of the Platform. These Support Services shall be conducted via phone and/or webinar, however, Client may receive up to two (2) site visits at Client's expense.
   a. Site Administrator Training (as needed) – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to Client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
   b. Site Orientation (as needed) – A meeting to introduce the Client's custom-designed Platform. Includes overview of site features and topics aligned with Client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
   c. Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support Client's goals and objectives.
   d. Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

2. Conduent Peer Network. The Conduent Peer Network consists of hospitals, health departments and community coalitions licensing the Platform and provides access to the following benefits:
   a. Community Resources – 24/7 access to a variety of examples from other Conduent clients, including client success stories, sample CHNA reports / implementation strategies and approaches for marketing the Platform to Client's community.
   b. Webinars – Access to on-demand and live webinars led by public health professionals at Conduent in conjunction with the Conduent Peer Network. Webinars highlight new product features, client success stories and trending population health topics.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

c. Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, Conduent news and more.
d. Client Meetings – Invitation to national or regional meetings.

3. Maintenance Services. Conduent shall have the following ongoing responsibilities with respect to maintenance of the Platform:
   a. Keep the site up and running with high availability – response time to mission critical website failures is 24/7.
   b. Respond to questions from the Client during regular business hours regarding usual operations of the website.
   c. Update core indicators within one calendar quarter of public, online source data updates
   d. Maintain integrity of links for the promising practices database.
   e. Fix any defects or bugs that are identified in the system.
   f. Respond to change orders in a timely fashion; initial response within one (1) business day for urgent requests.

C. Client Responsibilities. Client will have the following responsibilities to assist in the launch and maintenance of the site:

1. Maintain one project manager to serve as the point of contact with Conduent to lead implementation, receive website administration training and interact with Conduent during the implementation and maintenance of the Platform.
2. Provide feedback and review of site developments in a timely manner.
3. Regularly update locally maintained content.
4. Respond to brief, occasional surveys to provide feedback on Conduent Services.
5. Client will allow Conduent to maintain a terms of use link and document on the Platform implementation's website for Client. Users must agree to the terms of use or will not be allowed to use the Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by Conduent.

D. Changes and Additions to the Statement of Work. If new requirements or expanded requirements are identified during the specifications phase, this Statement of Work shall be amended and agreed to in writing by the Parties and in advance of development. Conduent reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the Platform from time to time, and in accordance with any regulatory requirements and then-current product specifications.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

E. Terms of Payment

1. Pricing.

States: California
County: Monterey

Description	Fee
Recurring Annual License Fee	$30,000

2. Billing Schedule.

	6/24/25 - 6/23/26	6/24/26 - 6/23/27	6/24/27 - 6/23/28	6/24/25 - 6/23/28
Annual License – Basic Conduent Embedded Standalone Platform, State: California, County: Monterey	$20,000	$20,000	$20,000	
Bundled Hospitalization, ER, and Mental Health data added to Platform License Subscription*	$7,500	$7,500	$7,500	
Claritas Community Spending Indicators	$2,500	$2,500	$2,500	
Additional analytics of data provided by Client or tools and templates provided to support new data on an "as-requested" and "as-approved" basis by County.				$30,000
Subtotal	$30,000	$30,000	$30,000	$30,000

Total Agreement Amount	$120,000

1. Annual License Fees are invoiced at each anniversary of the Effective Date of the Agreement ("Licensing Period Start Date") unless Annual License is terminated subject to the terms in Section 3 (Term and Termination) of the Agreement.
2. Process to initiate a request for additional analytics services and/or new analytics templates will be as follows:
    1 Client will submit a written request to Conduent for a quote.
    2 Conduent will submit to Client a written quote.
3. Upon written approval by the Director of Health Services or designee, Client will adjust the associated purchase order and services may commence. All invoices are due as set forth in Section 2 (Price and Payment Terms) of the Agreement.
4. The billing contact to receive invoices and interact with Conduent on billing matters is as follows:
    Monterey County Health Department/ Administration Bureau

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

1270 Natividad Road, Salinas, CA 93906
HDADMINFinance@countyofmonterey.gov

Conduent shall bill the Annual License Fee in one installment on each anniversary of the Licensing Period Start Date.

Client shall be responsible for designating, in writing to Conduent, an individual as the billing contact to receive invoices and interact with Conduent on billing matters. Client shall provide prompt written notice to Conduent in the event that the Client billing contact is going to change.

4.Travel and Related Business Expenses.
In-person meetings may be arranged at Client's request. Conduent will be reimbursed for travel and related business expenses associated with in-person meetings.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

ATTACHMENT A

CORE INDICATORS

Indicator Name	Geography	Source
COMMUNITY		
Civic Engagement:		
Voter Engagement	County	California Health Interview Survey
Voter Turnout: Presidential Election	County	California Secretary of State
Crime & Crime Prevention:		
Adult Arrest Rate	County	California Department of Justice
Hate Crime Offenses	County	California Department of Justice
Homicides	County	California Department of Justice
Juvenile Arrest Rate	County	California Department of Justice
Violent Crime Rate	County	California Department of Justice
Age adjusted Death Rate due to Firearms	County	Centers for Disease Control and Prevention
Demographics:		
Average Household Size	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Female Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Foreign Born Persons	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Male Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Population age 5+ with Language Other than English Spoken at Home	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Population American Indian and Alaska Native	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Asian	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Black or African American	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Hispanic or Latino	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Native Hawaiian and Other Pacific Islander	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Two or More Races	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 18	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 5	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White (Not Hispanic or Latino)	County	U.S. Census Bureau Population and Housing Unit Estimates
Total Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Veteran Population	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Public Safety:		
Age-Adjusted Death Rate due to Motor Vehicle Traffic Collisions	County	Centers for Disease Control and Prevention
Alcohol-Impaired Driving Deaths	County	County Health Rankings
Bicycle-Involved Collision Rate	County	California State Highway Patrol
Social Environment:		
Substantiated Child Abuse Rate	County	Child Welfare Dynamic Report System
People 65+ Living Alone	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Social Associations	County	County Health Rankings
Transportation:		
Mean Travel Time to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Solo Drivers with a Long Commute	County	County Health Rankings
Workers Commuting by Public Transportation	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Workers who Drive Alone to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
ECONOMY		
Employment:		
Employer Establishments	County	U.S. Census - County Business Patterns
Female Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Size of Labor Force	County	U.S. Bureau of Labor Statistics
Total Employment	County	U.S. Census - County Business Patterns
Total Employment Change	County	U.S. Census - County Business Patterns
Unemployed Workers in Civilian Labor Force	Census Place,County	U.S. Bureau of Labor Statistics
Food Insecurity:		
Child Food Insecurity Rate	County	Feeding America

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Food Insecure Children Likely Ineligible for Assistance	County	Feeding America
Food Insecurity Rate	County	Feeding America
Students Eligible for the Free Lunch Program	County	National Center for Education Statistics
Government Assistance:		
Households with Cash Public Assistance Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing & Homes:		
Homeownership	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing Units	County	U.S. Census Bureau Population and Housing Unit Estimates
Median Household Gross Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Housing Unit Value	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Monthly Owner Costs for Households without a Mortgage	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Median Monthly Household Costs	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Spending 30% or More of Household Income on Housing	County	American Community Survey 1-Year
Overcrowded Households	County,Zip Code	American Community Survey 5-Year
Renters Spending 30% or More of Household Income on Rent	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Severe Housing Problems	County	County Health Rankings
Income:		
Median Household Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Per Capita Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Poverty:		
Children Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Families Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Youth not in School or Working	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
EDUCATION		
Educational Attainment:		
People 25+ with a Bachelor's Degree or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People 25+ with a High School Diploma or Higher	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
School Environment:		
Student-to-Teacher Ratio	County	National Center for Education Statistics
Student Performance K-12:		
11th Grade Students Proficient in English/Language Arts	County	California Department of Education
11th Grade Students Proficient in Math	County	California Department of Education
11th Grade Students with Suicidal Thoughts	County	
3rd Grade Students Proficient in English/Language Arts	County	California Department of Education
3rd Grade Students Proficient in Math	County	California Department of Education
4th Grade Students Proficient in English/Language Arts	County	California Department of Education
4th Grade Students Proficient in Math	County	California Department of Education
5th Grade Students Proficient in English/Language Arts	County	California Department of Education
5th Grade Students Proficient in Math	County	California Department of Education
6th Grade Students Proficient in English/Language Arts	County	California Department of Education
6th Grade Students Proficient in Math	County	California Department of Education
7th Grade Students Proficient in English/Language Arts	County	California Department of Education
7th Grade Students Proficient in Math	County	California Department of Education
8th Grade Students Proficient in English/Language Arts	County	California Department of Education
8th Grade Students Proficient in Math	County	California Department of Education
High School Graduation	County	California Department of Education

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ENVIRONMENTAL HEALTH		
Air:		
Annual Ozone Air Quality	County	American Lung Association
Annual Particle Pollution	County	American Lung Association
Recognized Carcinogens Released into Air	County,Zip Code	U.S. Environmental Protection Agency
Built Environment:		
Access to Exercise Opportunities	County	County Health Rankings
Food Environment Index	County	County Health Rankings
Liquor Store Density	County	U.S. Census - County Business Patterns
Toxins & Contaminants:		
PBT Released	County,Zip Code	U.S. Environmental Protection Agency
Weather & Climate:		
Weeks of Moderate Drought or Worse	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Days	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Events	County	National Environmental Public Health Tracking Network
Number of Extreme Precipitation Days	County	National Environmental Public Health Tracking Network
HEALTH		
Alcohol & Drug Use:		
Adults who Binge Drink	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Annual Opioid Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Buprenorphine Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Prescription Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Synthetic Opioid Overdose (excluding Methadone)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Drug and Opioid-Involved Overdose Death Rate	County	Centers for Disease Control and Prevention
Age-Adjusted ED Visit Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Long Acting or Extended Release Opioid Prescription Rate to Opioid Naive Residents	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to All Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Opioid Prescription Patients	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Quarterly Opioid Prescription Rate	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Residents on More than 90 Morphine Milligram Equivalents (MME) of Opioids Daily	County	California Opioid Overdose Surveillance Dashboard
Cancer:		
Age-Adjusted Death Rate due to Breast Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Colorectal Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Lung Cancer	County	California Department of Public Health

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Prostate Cancer	County	California Department of Public Health
Breast Cancer Incidence Rate	County	National Cancer Institute
Cancer: Medicare Population	County	Centers for Medicare & Medicaid Services
Cervical Cancer Incidence Rate	County	National Cancer Institute
Cervical Cancer Screening: 21-65	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colon Cancer Screening: USPSTF Recommendation	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colorectal Cancer Incidence Rate	County	National Cancer Institute
Lung and Bronchus Cancer Incidence Rate	County	National Cancer Institute
Mammogram in Past 2 Years: 50-74	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mammography Screening: Medicare Population	County	Centers for Medicare & Medicaid Services
Oral Cavity and Pharynx Cancer Incidence Rate	County	National Cancer Institute
Prostate Cancer Incidence Rate	County	National Cancer Institute
Diabetes:		
Adults with Diabetes	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Age-Adjusted Death Rate due to Diabetes	County	California Department of Public Health
Diabetes: Medicare Population	County	Centers for Medicare & Medicaid Services
Disabilities:		
Persons with a Cognitive Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Persons with a Disability (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Ambulatory Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults with Disability Living in Poverty (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Children with a Disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Family Planning:		
Teen Birth Rate: 15-19	County	California Department of Public Health
Health Care Access & Quality:		
Adults who have had a Routine Checkup	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Health Insurance: 18-64	County	California Health Interview Survey
Adults without Health Insurance	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Children with Health Insurance	County	American Community Survey 1-Year
Non-Physician Primary Care Provider Rate	County	County Health Rankings
People Delayed or had Difficulty Obtaining Care	County	California Health Interview Survey
Persons with Health Insurance	County	U.S. Census Bureau - Small Area Health Insurance Estimates
Persons with Private Health Insurance Only	County	American Community Survey 1-Year
Persons with Public Health Insurance Only	County	American Community Survey 1-Year
Preventable Hospital Stays: Medicare Population	County	Centers for Medicare & Medicaid Services
Primary Care Provider Rate	County	County Health Rankings
Adults Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Children and Teens Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Health Information Technology:		
Households with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households with One or More Types of Computing Devices	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Heart Disease & Stroke:		
Adults who Experienced a Stroke	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Adults who Experienced Coronary Heart Disease	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Have Taken Medications for High Blood Pressure	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Death Rate due to Cerebrovascular Disease (Stroke)	County	California Department of Public Health
Age-Adjusted Death Rate due to Coronary Heart Disease	County	California Department of Public Health
Age-Adjusted Death Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Age-Adjusted Hospitalization Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Atrial Fibrillation: Medicare Population	County	Centers for Medicare & Medicaid Services
Cholesterol Test History	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Heart Failure: Medicare Population	County	Centers for Medicare & Medicaid Services
High Blood Pressure Prevalence	County	California Health Interview Survey
Hyperlipidemia: Medicare Population	County	Centers for Medicare & Medicaid Services
Hypertension: Medicare Population	County	Centers for Medicare & Medicaid Services
Ischemic Heart Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Stroke: Medicare Population	County	Centers for Medicare & Medicaid Services
Adults with Heart Disease	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Immunizations & Infectious Diseases:		

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Death Rate due to Influenza and Pneumonia	County	California Department of Public Health
Flu Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Kindergartners with Required Immunizations	County	California Department of Public Health, Immunization Branch
Pneumonia Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Maternal, Fetal & Infant Health:		
Babies with Low BirthWeight	County	California Department of Public Health
Infant Mortality Rate	County	California Department of Public Health
Mothers who Breastfeed	County	California Department of Public Health
Mothers who Received Early Prenatal Care	County	California Department of Public Health
Preterm Births	County	California Department of Public Health
Mental Health & Mental Disorders:		
Adults Needing and Receiving Behavioral Health Care Services	County	California Health Interview Survey
Adults Who Ever Thought Seriously About Committing Suicide	County	California Health Interview Survey
Adults with Likely Serious Psychological Distress	County	California Health Interview Survey
Age-Adjusted Death Rate due to Suicide	County	California Department of Public Health
Depression: Medicare Population	County	Centers for Medicare & Medicaid Services
Mental Health Provider Rate	County	County Health Rankings
Poor Mental Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mortality Data:		
Life Expectancy	County	County Health Rankings

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Nutrition and Healthy Eating:		
Adults who Drink Sugar-Sweetened Beverages	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Older Adults:		
Adults 65+ with a disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with an Independent Living Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Alzheimer's Disease or Dementia: Medicare Population	County	Centers for Medicare & Medicaid Services
Elder Index (Elderly Household Below Income Threshold)	County	California Health Interview Survey
Oral Health:		
Adults 65+ with Total Tooth Loss	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Visited a Dentist	Census Place,Census Tract,County,Zip Code	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Dentist Rate	County	County Health Rankings
Children who Visited a Dentist	Census Place, County, Zip Code	California Health Interview Survey, Neighborhood Edition
Other Conditions:		
Adults with Arthritis	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Chronic Kidney Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Osteoporosis: Medicare Population	County	Centers for Medicare & Medicaid Services
Rheumatoid Arthritis or Osteoarthritis: Medicare Population	County	Centers for Medicare & Medicaid Services
Physical Activity:		
Adults 20+ who are Sedentary	County	Centers for Disease Control and Prevention
Prevention & Safety:		
Age-Adjusted Death Rate due to Unintentional Injuries	County	California Department of Public Health
Respiratory Diseases:		
Adults with Asthma	County	California Health Interview Survey
Adults with COPD	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Current Asthma	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Asthma: Medicare Population	County	Centers for Medicare & Medicaid Services
COPD: Medicare Population	County	Centers for Medicare & Medicaid Services

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Children and Teens with Asthma	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Sexually Transmitted Infections:		
Chlamydia Incidence Rate	County	California Department of Public Health, STD Control Branch
Congenital Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Death Rate Among Persons with Diagnosed HIV Infection	County	California Department of Public Health
Gonorrhea Incidence Rate	County	California Department of Public Health, STD Control Branch
HIV Diagnosis Rate	County	California Department of Public Health
HIV/AIDS Prevalence Rate: 13+	County	California Department of Public Health
Persons Living and Diagnosed with HIV Who are in Care	County	California Department of Public Health
Persons Living with HIV Rate	County	California Department of Public Health
Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Tobacco Use:		
Adults who Smoke	County	California Health Interview Survey
Weight Status:		
5th Grade Students who are Overweight or Obese	County	California Department of Education
Adults who are Obese	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Adults who are Overweight or Obese	County	California Health Interview Survey
Children who are Overweight for Age	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Teens who are Overweight or Obese: 12-17	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Wellness & Lifestyle:		
Insufficient Sleep	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Poor Physical Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adult Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey
Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Indicator Name	Geography	Source
COMMUNITY		
Civic Engagement:		
Voter Engagement	County	California Health Interview Survey
Voter Turnout: Presidential Election	County	California Secretary of State
Crime & Crime Prevention:		
Adult Arrest Rate	County	California Department of Justice
Hate Crime Offenses	County	California Department of Justice
Homicides	County	California Department of Justice
Juvenile Arrest Rate	County	California Department of Justice
Violent Crime Rate	County	California Department of Justice
Age adjusted Death Rate due to Firearms	County	Centers for Disease Control and Prevention
Demographics:		
Average Household Size	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Female Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Foreign Born Persons	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Male Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Population age 5+ with Language Other than English Spoken at Home	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Population American Indian and Alaska Native	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Asian	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Black or African American	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Hispanic or Latino	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Native Hawaiian and Other Pacific Islander	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Two or More Races	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 18	County	U.S. Census Bureau Population and Housing Unit Estimates
Population Under Age 5	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White	County	U.S. Census Bureau Population and Housing Unit Estimates
Population White (Not Hispanic or Latino)	County	U.S. Census Bureau Population and Housing Unit Estimates
Total Population	County	U.S. Census Bureau Population and Housing Unit Estimates
Veteran Population	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Public Safety:		
Age-Adjusted Death Rate due to Motor Vehicle Traffic Collisions	County	Centers for Disease Control and Prevention
Alcohol-Impaired Driving Deaths	County	County Health Rankings
Bicycle-Involved Collision Rate	County	California State Highway Patrol
Social Environment:		
Substantiated Child Abuse Rate	County	Child Welfare Dynamic Report System
People 65+ Living Alone	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Social Associations	County	County Health Rankings
Transportation:		
Mean Travel Time to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Solo Drivers with a Long Commute	County	County Health Rankings
Workers Commuting by Public Transportation	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Workers who Drive Alone to Work	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
ECONOMY		
Employment:		
Employer Establishments	County	U.S. Census - County Business Patterns
Female Population 16+ in Civilian Labor Force	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Population 16+ in Civilian Labor Force	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Size of Labor Force	County	U.S. Bureau of Labor Statistics
Total Employment	County	U.S. Census - County Business Patterns
Total Employment Change	County	U.S. Census - County Business Patterns
Unemployed Workers in Civilian Labor Force	Census Place,County	U.S. Bureau of Labor Statistics
Food Insecurity:		
Child Food Insecurity Rate	County	Feeding America
Food Insecure Children Likely Ineligible for Assistance	County	Feeding America
Food Insecurity Rate	County	Feeding America
Students Eligible for the Free Lunch Program	County	National Center for Education Statistics
Government Assistance:		
Households with Cash Public Assistance Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing & Homes:		
Homeownership	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Housing Units	County	U.S. Census Bureau Population and Housing Unit Estimates
Median Household Gross Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Median Housing Unit Value	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Median Monthly Owner Costs for Households without a Mortgage	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Median Monthly Household Costs	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Mortgaged Owners Spending 30% or More of Household Income on Housing	County	American Community Survey 1-Year
Overcrowded Households	County,Zip Code	American Community Survey 5-Year
Renters Spending 30% or More of Household Income on Rent	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Severe Housing Problems	County	County Health Rankings
Income:		
Median Household Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Per Capita Income	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Poverty:		
Children Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Families Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

People Living Below Poverty Level	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Youth not in School or Working	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
EDUCATION		
Educational Attainment:		
People 25+ with a Bachelor's Degree or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
People 25+ with a High School Diploma or Higher	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
School Environment:		
Student-to-Teacher Ratio	County	National Center for Education Statistics
Student Performance K-12:		
11th Grade Students Proficient in English/Language Arts	County	California Department of Education
11th Grade Students Proficient in Math	County	California Department of Education
11th Grade Students with Suicidal Thoughts	County	
3rd Grade Students Proficient in English/Language Arts	County	California Department of Education
3rd Grade Students Proficient in Math	County	California Department of Education
4th Grade Students Proficient in English/Language Arts	County	California Department of Education
4th Grade Students Proficient in Math	County	California Department of Education
5th Grade Students Proficient in English/Language Arts	County	California Department of Education

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

5th Grade Students Proficient in Math	County	California Department of Education
6th Grade Students Proficient in English/Language Arts	County	California Department of Education
6th Grade Students Proficient in Math	County	California Department of Education
7th Grade Students Proficient in English/Language Arts	County	California Department of Education
7th Grade Students Proficient in Math	County	California Department of Education
8th Grade Students Proficient in English/Language Arts	County	California Department of Education
8th Grade Students Proficient in Math	County	California Department of Education
High School Graduation	County	California Department of Education
ENVIRONMENTAL HEALTH		
Air:		
Annual Ozone Air Quality	County	American Lung Association
Annual Particle Pollution	County	American Lung Association
Recognized Carcinogens Released into Air	County,Zip Code	U.S. Environmental Protection Agency
Built Environment:		
Access to Exercise Opportunities	County	County Health Rankings
Food Environment Index	County	County Health Rankings
Liquor Store Density	County	U.S. Census - County Business Patterns
Toxins & Contaminants:		
PBT Released	County,Zip Code	U.S. Environmental Protection Agency
Weather & Climate:		
Weeks of Moderate Drought or Worse	County	National Environmental Public Health Tracking Network
Number of Extreme Heat Days	County	National Environmental Public Health Tracking Network

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Number of Extreme Heat Events	County	National Environmental Public Health Tracking Network
Number of Extreme Precipitation Days	County	National Environmental Public Health Tracking Network
HEALTH		
Alcohol & Drug Use:		
Adults who Binge Drink	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Annual Opioid Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Buprenorphine Prescription Rate	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Prescription Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to Synthetic Opioid Overdose (excluding Methadone)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Drug and Opioid-Involved Overdose Death Rate	County	Centers for Disease Control and Prevention
Age-Adjusted ED Visit Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted ED Visit Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to All Drug Overdose	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Hospitalization Rate due to Opioid Overdose (excluding Heroin)	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Long Acting or Extended Release Opioid Prescription Rate to Opioid Naive Residents	County	California Opioid Overdose Surveillance Dashboard
Age-Adjusted Death Rate due to All Opioid Overdose	County	California Opioid Overdose Surveillance Dashboard

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Hospitalization Rate due to Heroin Overdose	County	California Opioid Overdose Surveillance Dashboard
Opioid Prescription Patients	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Quarterly Opioid Prescription Rate	County,Zip Code	Controlled Substance Utilization Review and Evaluation System
Residents on More than 90 Morphine Milligram Equivalents (MME) of Opioids Daily	County	California Opioid Overdose Surveillance Dashboard
Cancer:		
Age-Adjusted Death Rate due to Breast Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Colorectal Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Lung Cancer	County	California Department of Public Health
Age-Adjusted Death Rate due to Prostate Cancer	County	California Department of Public Health
Breast Cancer Incidence Rate	County	National Cancer Institute
Cancer: Medicare Population	County	Centers for Medicare & Medicaid Services
Cervical Cancer Incidence Rate	County	National Cancer Institute
Cervical Cancer Screening: 21-65	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colon Cancer Screening: USPSTF Recommendation	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Colorectal Cancer Incidence Rate	County	National Cancer Institute
Lung and Bronchus Cancer Incidence Rate	County	National Cancer Institute
Mammogram in Past 2 Years: 50-74	Census Place,Census Tract,County,Zip Code	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Mammography Screening: Medicare Population	County	Centers for Medicare & Medicaid Services
Oral Cavity and Pharynx Cancer Incidence Rate	County	National Cancer Institute
Prostate Cancer Incidence Rate	County	National Cancer Institute
Diabetes:		
Adults with Diabetes	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Age-Adjusted Death Rate due to Diabetes	County	California Department of Public Health
Diabetes: Medicare Population	County	Centers for Medicare & Medicaid Services
Disabilities:		
Persons with a Cognitive Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Disability (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Hearing Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Ambulatory Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Adults with Disability Living in Poverty (5-year)	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Children with a Disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Family Planning:		
Teen Birth Rate: 15-19	County	California Department of Public Health
Health Care Access & Quality:		
Adults who have had a Routine Checkup	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Health Insurance: 18-64	County	California Health Interview Survey
Adults without Health Insurance	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Children with Health Insurance	County	American Community Survey 1-Year
Non-Physician Primary Care Provider Rate	County	County Health Rankings
People Delayed or had Difficulty Obtaining Care	County	California Health Interview Survey
Persons with Health Insurance	County	U.S. Census Bureau - Small Area Health Insurance Estimates
Persons with Private Health Insurance Only	County	American Community Survey 1-Year
Persons with Public Health Insurance Only	County	American Community Survey 1-Year
Preventable Hospital Stays: Medicare Population	County	Centers for Medicare & Medicaid Services
Primary Care Provider Rate	County	County Health Rankings

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Adults Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Children and Teens Delayed or had Difficulty Obtaining Care	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Health Information Technology:		
Households with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Households with One or More Types of Computing Devices	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Persons with an Internet Subscription	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Heart Disease & Stroke:		
Adults who Experienced a Stroke	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Experienced Coronary Heart Disease	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Have Taken Medications for High Blood Pressure	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Age-Adjusted Death Rate due to Cerebrovascular Disease (Stroke)	County	California Department of Public Health
Age-Adjusted Death Rate due to Coronary Heart Disease	County	California Department of Public Health
Age-Adjusted Death Rate due to Heart Attack	County	National Environmental Public Health Tracking Network

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Age-Adjusted Hospitalization Rate due to Heart Attack	County	National Environmental Public Health Tracking Network
Atrial Fibrillation: Medicare Population	County	Centers for Medicare & Medicaid Services
Cholesterol Test History	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Heart Failure: Medicare Population	County	Centers for Medicare & Medicaid Services
High Blood Pressure Prevalence	County	California Health Interview Survey
Hyperlipidemia: Medicare Population	County	Centers for Medicare & Medicaid Services
Hypertension: Medicare Population	County	Centers for Medicare & Medicaid Services
Ischemic Heart Disease: Medicare Population	County	Centers for Medicare & Medicaid Services
Stroke: Medicare Population	County	Centers for Medicare & Medicaid Services
Adults with Heart Disease	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Immunizations & Infectious Diseases:		
Age-Adjusted Death Rate due to Influenza and Pneumonia	County	California Department of Public Health
Flu Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Kindergartners with Required Immunizations	County	California Department of Public Health, Immunization Branch
Pneumonia Vaccinations: Medicare Population	County	Centers for Medicare & Medicaid Services
Maternal, Fetal & Infant Health:		
Babies with Low BirthWeight	County	California Department of Public Health
Infant Mortality Rate	County	California Department of Public Health

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Mothers who Breastfeed	County	California Department of Public Health
Mothers who Received Early Prenatal Care	County	California Department of Public Health
Preterm Births	County	California Department of Public Health
Mental Health & Mental Disorders:		
Adults Needing and Receiving Behavioral Health Care Services	County	California Health Interview Survey
Adults Who Ever Thought Seriously About Committing Suicide	County	California Health Interview Survey
Adults with Likely Serious Psychological Distress	County	California Health Interview Survey
Age-Adjusted Death Rate due to Suicide	County	California Department of Public Health
Depression: Medicare Population	County	Centers for Medicare & Medicaid Services
Mental Health Provider Rate	County	County Health Rankings
Poor Mental Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Mortality Data:		
Life Expectancy	County	County Health Rankings
Nutrition and Healthy Eating:		
Adults who Drink Sugar-Sweetened Beverages	Census Place,County,Zipcode	California Health Interview Survey, Neighborhood Edition
Older Adults:		
Adults 65+ with a disability	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Hearing Difficulty	Census Place,Census	American Community Survey 5-Year

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Adults 65+ with a Self-Care Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with a Vision Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Adults 65+ with an Independent Living Difficulty	Census Place,Census Tract,County,Zip Code	American Community Survey 5-Year
Alzheimer's Disease or Dementia: Medicare Population	County	Centers for Medicare & Medicaid Services
Elder Index (Elderly Household Below Income Threshold)	County	California Health Interview Survey
Oral Health:		
Adults 65+ with Total Tooth Loss	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults who Visited a Dentist	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Dentist Rate	County	County Health Rankings
Children who Visited a Dentist	Census Place, County, Zip Code	California Health Interview Survey, Neighborhood Edition
Other Conditions:		
Adults with Arthritis	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Chronic Kidney Disease: Medicare Population	County	Centers for Medicare & Medicaid Services

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Osteoporosis: Medicare Population	County	Centers for Medicare & Medicaid Services
Rheumatoid Arthritis or Osteoarthritis: Medicare Population	County	Centers for Medicare & Medicaid Services
Physical Activity:		
Adults 20+ who are Sedentary	County	Centers for Disease Control and Prevention
Prevention & Safety:		
Age-Adjusted Death Rate due to Unintentional Injuries	County	California Department of Public Health
Respiratory Diseases:		
Adults with Asthma	County	California Health Interview Survey
Adults with COPD	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adults with Current Asthma	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Asthma: Medicare Population	County	Centers for Medicare & Medicaid Services
COPD: Medicare Population	County	Centers for Medicare & Medicaid Services
Children and Teens with Asthma	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Sexually Transmitted Infections:		
Chlamydia Incidence Rate	County	California Department of Public Health, STD Control Branch
Congenital Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Death Rate Among Persons with Diagnosed HIV Infection	County	California Department of Public Health
Gonorrhea Incidence Rate	County	California Department of Public Health, STD Control Branch
HIV Diagnosis Rate	County	California Department of Public Health
HIV/AIDS Prevalence Rate: 13+	County	California Department of Public Health
Persons Living and Diagnosed with HIV Who are in Care	County	California Department of Public Health
Persons Living with HIV Rate	County	California Department of Public Health
Syphilis Incidence Rate	County	California Department of Public Health, STD Control Branch
Tobacco Use:		
Adults who Smoke	County	California Health Interview Survey
Weight Status:		
5th Grade Students who are Overweight or Obese	County	California Department of Education
Adults who are Obese	Census Place,Census Tract,County,Zip Code	California Health Interview Survey
Adults who are Overweight or Obese	County	California Health Interview Survey
Children who are Overweight for Age	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Teens who are Overweight or Obese: 12-17	Census Place,County,Zip Code	California Health Interview Survey, Neighborhood Edition
Wellness & Lifestyle:		
Insufficient Sleep	Census Place,Census	CDC - PLACES

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

	Tract,County,Zip Code	
Poor Physical Health: 14+ Days	Census Place,Census Tract,County,Zip Code	CDC - PLACES
Adult Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey
Self-Reported General Health Assessment: Good or Better	County	California Health Interview Survey

*Indicator data values may not be available for all counties from this source.

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

CONDUENT

ATTACHMENT B

QUICKFACTS DEMOGRAPHICS

INDICATOR	SOURCE
Average Household Size	American Community Survey
Employer Establishments	U.S. Census - County Business Patterns
Female Population	U.S. Census Bureau
Female Population 16+ in Civilian Labor Force	American Community Survey
Foreign Born Persons	American Community Survey
Homeownership	American Community Survey
Households	American Community Survey
Households with an Internet Subscription	American Community Survey
Households with One or More Types of Computing Devices	American Community Survey
Housing Units	U.S. Census Bureau
Male Population	U.S. Census Bureau
Mean Travel Time to Work	American Community Survey
Median Household Gross Rent	American Community Survey
Median Household Income	American Community Survey
Median Housing Unit Value	American Community Survey
Median Monthly Owner Costs for Households without a Mortgage	American Community Survey
Mortgaged Owners Median Monthly Household Costs	American Community Survey
People 25+ with a Bachelor's Degree or Higher	American Community Survey
People 25+ with a High School Degree or Higher	American Community Survey
People Living Below Poverty Level	American Community Survey
Per Capita Income	American Community Survey
Persons Living in the Same House One Year Ago	American Community Survey
Persons with a Disability (5-year)	American Community Survey
Persons with Health Insurance	Small Area Health Insurance Estimates
Population 16+ in Civilian Labor Force	American Community Survey
Population age 5+ with language other than English spoken at home	American Community Survey
Population American Indian and Alaska Native	U.S. Census Bureau
Population Asian	U.S. Census Bureau
Population Black or African American	U.S. Census Bureau
Population Hispanic or Latino	U.S. Census Bureau
Population Native Hawaiian and Other Pacific Islander	U.S. Census Bureau

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

Population Over Age 65	U.S. Census Bureau
Population Two or More Races	U.S. Census Bureau
Population Under Age 18	U.S. Census Bureau
Population Under Age 5	U.S. Census Bureau
Population White	U.S. Census Bureau
Population White (Not Hispanic or Latino)	U.S. Census Bureau
Total Employment	U.S. Census - County Business Patterns
Total Employment Change	U.S. Census - County Business Patterns
Total Population	U.S. Census Bureau
Veteran Population	American Community Survey

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ATTACHMENT C

COMMUNITY BEHAVIOR INDICATORS
-
NOT INCLUDED

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ATTACHMENT D
COMMUNITY SPENDING INDICATORS

INDICATOR	SOURCE
Cigarette Expenditure-to-Income Ratio	Claritas Consumer Buying Power
College Tuition Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Community Expenditures on Education	Claritas Consumer Buying Power
Community Expenditures on Food	Claritas Consumer Buying Power
Community Expenditures on Healthcare	Claritas Consumer Buying Power
Community Expenditures on Housing	Claritas Consumer Buying Power
Community Expenditures on Transportation	Claritas Consumer Buying Power
Day Care Center and Preschool Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Elder Care Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Gasoline and Other Fuels Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Health Insurance Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Home Child Care Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Home Renter Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Homeowner Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Student Loan Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Utilities Expenditure-to-Income Ratio	Claritas Consumer Buying Power
Vocational, Technical, & Other School Tuition Expenditure-to-Income Ratio	Claritas Consumer Buying Power

ATTACHMENT E

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

HOSPITALIZATION AND EMERGENCY DEPARTMENT DATA

Potentially Preventable Hospitalization and Emergency Room Indicators

Hospitalization (Inpatient) Indicators
Hospitalization Rate due to Adult Asthma
Hospitalization Rate due to Asthma
Hospitalization Rate due to Asthma - Pediatric (ages 0-17)
Hospitalization Rate due to Community-Acquired Pneumonia
Hospitalization Rate due to COPD
Hospitalization Rate due to Dehydration
Hospitalization Rate due to Diabetes
Hospitalization Rate due to Heart Failure
Hospitalization Rate due to Hepatitis
Hospitalization Rate due to Hip Fractures Among Females 65+
Hospitalization Rate due to Hip Fractures Among Males 65+
Hospitalization Rate due to Hypertension
Hospitalization Rate due to Immunization-Preventable Pneumonia and Influenza
Hospitalization Rate due to Long-term Complications of Diabetes
Hospitalization Rate due to Short-term Complications of Diabetes
Hospitalization Rate due to Type 2 Diabetes
Hospitalization Rate due to Uncontrolled Diabetes
Hospitalization Rate due to Unintentional Falls
Hospitalization Rate due to Urinary Tract Infection

Emergency Room (Outpatient) Indicators
ER Rate due to Adult Asthma
ER Rate due to Asthma
ER Rate due to Asthma - Pediatric (ages 0-17)
ER Rate due to Community-Acquired Pneumonia
ER Rate due to COPD
ER Rate due to Dehydration
ER Rate due to Dental Problems
ER Rate due to Diabetes
ER Rate due to Heart Failure
ER Rate due to Hepatitis
ER Rate due to Hypertension
ER Rate due to Immunization-Preventable Pneumonia and Influenza
ER Rate due to Long-term Complications of Diabetes
ER Rate due to Short-term Complications of Diabetes
ER Rate due to Type 2 Diabetes

Docusign Envelope ID: 2E32ABC6-1740-49FD-88C5-E266989A96AB

ER Rate due to Uncontrolled Diabetes
ER Rate due to Unintentional Falls
ER Rate due to Urinary Tract Infection

Hospitalization and ER indicators are calculated at the county and zip code levels. Data availability at the zip code level will vary depending on population density.

Behavioral Health Hospitalization and Emergency Room Indicators

Hospitalization (Inpatient) Indicators
Hospitalization Rate due to Adolescent Alcohol Use
Hospitalization Rate due to Adolescent Suicide and Intentional Self-Inflicted Injury
Hospitalization Rate due to Adult Mental Health
Hospitalization Rate due to Adult Suicide and Intentional Self-inflicted Injury
Hospitalization Rate due to Alcohol Use
Hospitalization Rate due to Opioid Use
Hospitalization Rate due to Pediatric Mental Health
Hospitalization Rate due to Substance Use

Emergency Room (Outpatient) Indicators
ER Rate due to Adolescent Alcohol Use
ER Rate due to Adolescent Suicide and Intentional Self-inflicted Injury
ER Rate due to Adult Mental Health
ER Rate due to Adult Suicide and Intentional Self-inflicted Injury
ER Rate due to Alcohol Use
ER Rate due to Opioid Use
ER Rate due to Pediatric Mental Health
ER Rate due to Substance Use

Hospitalization and ER indicators are calculated at the county and zip code levels. Data availability at the zip code level will vary depending on population density.

Docusign Envelope ID: 00CD14FC-78A8-4477-86B7-5B7A6D4457AF

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 Glenn Church to:

Agreement No.: A-17388
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between The County of Monterey and PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues for a total amount not to exceed $278,000 for the retroactive term of March 25, 2025 through July 15, 2025; and
b. Accept non-standard risk 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 (3) future amendments that do not exceed 10% ($27,800) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $305,800.

PASSED AND ADOPTED on this 24th 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 24, 2025.

Dated: June 26, 2025
File ID: A 25-236
Agenda Item No.: 29

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-17388

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 **PCH TREATMENT, 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

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: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

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. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

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 E to this Agreement, indemnification described in Section

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

~~VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS~~

~~A. ICD-10~~

~~1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.~~

~~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.~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.~~

~~F. Practice Guidelines~~

~~1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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;~~

~~iv. The information is consistent with the content and language requirements of this agreement;~~

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

~~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

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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, 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.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

~~XVI. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

XVII. ACCESS TO AND AUDIT OF RECORDS

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

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,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
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);

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

Melanie Rhodes, LMFT, LPCC, CCISM
Interim Behavioral Health Bureau Chief/
Behavioral Health Director
County of Monterey, Health Department
1270 Natividad Road
Salinas, CA 93906
(831) 755-4510

CONTRACTOR

Jordan D. Blunt
Admissions Coordinator
PCH Treatment, Inc.
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
(424)410-9913

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____ Contracts/Purchasing Officer	**PCH Treatment, Inc.** Contractor's Business Name *
Date: _____	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Chair, President, or Vice-President) *
By: DocuSigned by: C7A30BA59CA8423... Department Head (if applicable)	**Jeff Ball, President and Chief Financial Officer** Name and Title
Date: 6/26/2025 | 4:39 PM PDT	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form [1]	
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5... County Counsel	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 5/27/2025 | 4:37 PM PDT	**Jeff Ball, President and Chief Financial Officer** Name and Title
Approved as to Fiscal Provisions[2] DocuSigned by: Jennifer Forsyth 4E7E657875454AE...	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Auditor-Controller's Office	
Date: 5/28/2025 | 10:02 AM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: A-17388

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:

        i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

C. 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

D. 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.

E. 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	$77,000.00	$77,000.00
	Three (3) Continuation Cycles	$67,000.00	$201,000.00
FY 2024-26 Maximum Liability Amount			**$278,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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 F, 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 F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $278,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$278,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$278,000**

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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."

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Jeff Ball
BFB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Business Name of Contractor

Jeff Ball
Name of Authorized Representative (printed)

President and Chief Financial Officer
Title of Authorized Representative

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	PCH Treatment, Inc.	
Name of Contractor's Designee	Jeff Ball	
Title of Designee	President and Chief Financial Officer	
Street 11965 Venice Blvd, Suite 200		
City Los Angeles	State CA	Zip 90066
IRS Employer Identification Number	271020104	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by: Jeff Ball BFB1A2AAB28D45D...

Signature of Contractor

Date 5/9/2025 | 4:29 PM PDT

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.
- 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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

- 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, 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

DocuSigned by:
Jeff Ball
BEB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Contractor (Organization Name)

Jeff Ball
Name of Authorized Representative

President and Chief Financial Officer
Title of Authorized Representative

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

EXHIBIT F: COST REIMBURSEMENT INVOICE FORM

Contractor :	PCH Treatment, Inc.	Invoice Number :	
Address Line 1	11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066	County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	March 25, 2025 - July 15, 2025	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
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

   2. Deducted from future claims over a period not to exceed six (6) months;

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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)

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 25, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and PCH Treatment, Inc. ("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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request 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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.
Attn: Jeff Ball
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
Phone: (424)410-9913
Fax:
Email: jball@pchtreatment.com

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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,

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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:~~

DS
6/27/2025 | 10:30 AM PDT

DS
5/20/2025 | 8:33 AM PDT

~~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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Jeff Ball	Print Name: Elsa M. Jimenez
Print Title: President and Chief Financial Officer	Print Title: Director of Health
Date: 5/20/2025 | 8:33 AM PDT	Date: 6/26/2025 | 4:39 PM PDT

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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 Wendy Root Askew to:

Agreement No.: A-17388 ; Amendment No.: 1
Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add $335,000 of additional services, for a revised total Agreement amount not to exceed $613,000.

PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

RENEWAL AND AMENDMENT NO. 1 TO
MENTAL HEALTH SERVICES AGREEMENT A-17388
BY AND BETWEEN
COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS RENEWAL AND AMENDMENT NO. 1 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-17388 for the provision of mental health services in the amount of $278,000 for the term March 25, 2025 to July 15, 2025; and

WHEREAS, the AGREEMENT expired by its terms on July 15, 2025; and

WHEREAS, the COUNTY and CONTRACTOR wish to renew and amend AGREEMENT A-17388 as specified below:

1. Extend full agreement term from March 25, 2025 to December 31, 2025.
2. Increase services and original contract amount by $335,000.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term. is hereby amended and restated to read in its entirety as follows:

   "This Agreement shall be effective March 25, 2025 and shall remain in effect until December 31, 2025."

2. EXHIBIT B: PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B shall be construed to refer to EXHIBIT B-1: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 1 increases the current contract amount of $278,000 by $335,000 for a total not to exceed new maximum contract amount of $613,000.
5. This RENEWAL AND AMENDMENT NO. 1 shall be effective July 16, 2025.
6. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement A-17388 executed by the County on June 26, 2025.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY	PCH TREATMENT, INC.
DocuSigned by: C7A30BA59CA8423...	DocuSigned by: Jeff Ball BFB1A2AAB28D45D...
By: Elsa Jimenez, Director of Health	By: Jeff Ball, President and CFO
Date 8/14/2025 | 1:02 PM PDT	Date: 7/17/2025 | 10:47 AM PDT
Approved as to Form	
DocuSigned by: Kevin Serrano CF464EA4829E4B5...	
By: Office of County Counsel[1]	
Date: 7/17/2025 | 4:29 PM PDT	
Approved as to Fiscal Provisions	
DocuSigned by: Patricia Ruiz E79EF64E57454F6...	
By: Auditor/Controller[2]	
Date: 7/18/2025 | 7:52 AM PDT	
Approved as to Liability Provisions	
By: Risk Management[3]	
Date	

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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:

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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.

C. 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

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. 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.

E. 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,

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Eight (8) Continuation Cycles (28 days per cycle)	$67,000.00	$536,000.00
FY 2024-26 Maximum Liability Amount			**$613,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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 F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

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. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $613,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$613,000

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

TOTAL MAXIMUM COUNTY OBLIGATION:	$613,000

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

RENEWAL AND AMENDMENT NO. 2 TO MENTAL HEALTH SERVICES AGREEMENT A-17388 BY AND BETWEEN COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS RENEWAL AND AMENDMENT NO. 2 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY entered into AGREEMENT A-17388 with PCH TREATMENT, INC on June 24, 2025 in the amount of $278,000 for the term of March 25, 2025 to July 15, 2025 to provide residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on August 12, 2025 via Renewal and Amendment No. 1 to change the full Agreement term to March 25, 2025 to December 31, 2025 and add an additional $335,000 thereby increasing the total Agreement amount not to exceed $613,000; and

WHEREAS, the AGREEMENT expired by its own terms on December 31, 2025; and

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

1. Wish to renew the Agreement retroactive to January 1, 2025;
2. Extend the term by four months for a new full term of March 25, 2025, through April 30, 2026.the term of the Agreement; and
3. Continue services and increase contract amount by $268,000, for a total not to exceed new maximum contract amount of $881,000.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term is hereby amended and restated to read in its entirety as follows:

   "This Agreement shall be effective March 25, 2025 and shall remain in effect until April 30, 2026."

2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced with EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B-1 shall be construed to refer to EXHIBIT B-2: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 2 increases the current contract amount of $613,000 by $268,000 for a total not to exceed new maximum contract amount of $881,000.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

5. This RENEWAL AND AMENDMENT NO. 2 shall be effective January 1, 2026.
6. A copy of this RENEWAL AND AMENDMENT NO. 2 shall be attached to the original Agreement A-17388 executed by the County on June 24, 2025.

(The remainder of this page is intentionally left blank.)

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

IN WITNESS WHEREOF, County and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 2 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health Date:
Approved as to Form Signed by: Kevin Serrano CF464EA4829E4B5... By: Office of County Counsel[1] Date: 12/15/2025 | 10:12 AM PST
Approved as to Fiscal Provisions DocuSigned by: Patricia Ruiz E79EF64E57454F6... By: Auditor/Controller[2] Date: 12/15/2025 | 2:44 PM PST
Approved as to Liability Provisions By: Risk Management[3] Date:

PCH TREATMENT, INC.
DocuSigned by: Jeff Ball BFB1A2AAB28D45D... By: Jeff Ball, President and CFO Date: 12/11/2025 | 1:20 PM PST

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

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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:

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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.

C. 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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. 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.

E. 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,

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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.

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Twelve (12) Continuation Cycles (28 days per cycle)	$67,000.00	$804,000.00
FY 2024-26 Maximum Liability Amount			**$881,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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 F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

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. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

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 $881,000 for services rendered under this Agreement.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$881,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$881,000**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

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

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

Docusign Envelope ID: EBB28C33-18DD-4882-9BC7-889674ECF189

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

(The remainder of this page is left intentionally blank)

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA, LLC

THIS AMENDMENT NO. 3 to the Agreement is made by and between the COUNTY of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Thermo Electron North America, LLC.,** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, COUNTY and CONTRACTOR entered into an Agreement No. A-16677 in the amount of $170,522.40 for the term January 12, 2024, through December 31, 2027, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, on March 11, 2024, COUNTY and CONTRACTOR entered into Amendment No.1 in the amount of $171,628.32 due to an increase in cost, with no change in terms; and

WHEREAS, on May 2, 2024, COUNTY and CONTRACTOR entered into an Amendment No.2, decreasing the total Agreement by $657.97 due to a decrease in cost, for a total aggregate amount not to exceed $170,970.35; and

WHEREAS, COUNTY and CONTRACTOR wish to increase the funds by $63,435.78 for the purchase of laboratory equipment and preventative maintenance for a total aggregate amount not to exceed $234,406.13, replace Exhibit A-2 with Exhibit A-3, reflecting the updated Scope of Services, and extend the term for one (1) additional year, for a new term of January 12, 2024, through December 31, 2028; and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2.0, "Payment Provisions," shall be amended by removing** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $170,970.35" **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $234,406.13."

2. EXHIBIT A-2 Scope of Services/Payment Provisions is deleted and replaced in its entirety with Exhibit A-3 Scope of Services/Payment Provisions. All References in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3 Scope of Services/Payment Provisions.

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

4. A copy of this Amendment No. 3 shall be attached to the original Agreement executed by the COUNTY on January 12, 2024.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed Amendment No.3 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	Thermo Electron North America, LLC
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: Signed by: Kadija Locklear CD7C3765A486462...
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: _____	
	Kadija Locklear, Contract Specialist
By: _____	Name and Title
Board of Supervisors (if applicable)	
Date: _____	Date: 12/5/2025 | 5:35 AM PST

Approved as to Form[1]

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...	By: DocuSigned by: linda wanke 16BCB7B13460440...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
Date: 12/12/2025 | 12:35 PM PST	
	Linda Wanke, Contract Specialist
Approved as to Fiscal Provisions[2]	Name and Title
By: DocuSigned by: Patricia Ruiz E79EF64557454F6...	
Auditor/Controller	Date: 12/10/2025 | 9:25 AM PST
Date: 12/15/2025 | 8:48 AM PST	

Approved as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

EXHIBIT A-3
To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Thermo Electric North America, LLC, 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.1.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.1.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends; on-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time; Annual Standard Preventive Maintenance visit and a Standard Preventive Maintenance Kit Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables.

A.1.4 CONTRACTOR shall install a Dionex Inuvion RFIC system with AS-DV autosampler, provide extended warranty for two additional years and a 12-month on-site corrective maintenance visits, including required factory certified replacement parts and labor with a target of three (3) business day on-site response time; an Annual Standard Preventive Maintenance visit and a Standard Preventive Maintenance Kit; Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$234,406.13** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

Item	Description	Unit Price	Qty	Unit Discount	Total
1.1	BRE731344 Country: DE iCAP RQplus (C1, iMR) AGD The iCAP RQplus ICP-MS (iMR) with one QCell MFC comes with Argon Gas Dilution Capability and has one 1000 mL/min additional mass flow controller. The instrument includes a PC system with a monitor. Includes one Peak Width feature card (BRE0014030) (Requires Qtegra ISDS Software - ordered separately.)	$175,00.00	1	$64,824.00	$110,376.00
1.2	BRE0003260 CETA Model ASX560 Autosampler The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments	$10,100.00	1	$2,323.00	$7,777.00
1.3	121123010000008 TF2500 Air Cooled Chiller (208V/60Hz) TF2500 Air Cooled Chiller (208V/60Hz) ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C.	$8,200.00	1	$1,886.00	$6,314.00
1.4	BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat Pre-Inst. Kit iCAP Qnova Series – HazMat Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions.	$1,050.00	1	$262.50	$787.50
1.5	BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS. This Qtegra ISDS Software package is required for operation of the main instrument and includes 1 instrument seat and 3 desktop seats for off-line data processing.	$7,430.00	1	$2,303.30	$5,126.70
1.6	BRE0006798 iCAPQnova CountKit NA iCAPQnova CountKit NA Power cords for iCAP Qnova Series (ICP-MS) instruments for North America.	$159.00	1	$55.65	$103.35
1.7	702-023402 2 DAYS TEA ONSITE SUPPORT 2 DAYS TEA ONSITE SUPPORT	$6,600.00	1	$6,600.00	$ -
1.8	C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X, Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systemsas well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$1,300.00	1	$332.50	$997.50
1.9	C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS 5.0 kVA Single-Phase Power Conditioners can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate	$5,60.00	1	$1,163.80	$3,896.20

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

	the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered.				
1.10	1323760 iCAP Q/Qnova Calibration Solution Calibration solution for mass calibration and detector setup. For use with iCAP Q/ Qnova Series ICP-MS.	$573.00	1	$177.63	$395.37
1.11	1323770 iCAP Q/RQ TUNE solution Tune solution for tuning of the iCAP Q/RQ/RQplus ICP-MS Instruments	$382.00	1	$118.42	$263.58
1.12	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ -	$ 0.01
1.13	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$ -	$ -
1.14	701-061314 Fac War PM - iCAP RQ plus Factory Warranty Preventive Maintenance - iCAP RQ plus	$5,991.00	1	$1,377.93	$4,613.07
1.15	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	$15,806.00	1	$3,635.38	$12,170.62
1.16	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ -	$ 0.01
				Subtotal	$152,820.91
				Total taxable items	$136,037.22
				Total taxes at 9.25%	$12,583.44
				Shipping	$5,566.00
				Agreement Amount	**$170,970.35**

`

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

Inuvion for Anions					
Item	**Description**	**Unit Price**	**Qty**	**Unit Discount**	**Total**
1.1	22185-60108 **Inuvion for Anions** PROD,INUVION,SYSTEM,+RFIC,DGS,CD Thermo Scientific Dionex Inuvion IC system with RFIC. The Thermo Scientific Dionex Inuvion RFIC system is an integrated, high-pressure	$34,900.00	1	$ 12,180.10	$ 22,719.90
1.2	701-086201 YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY Factory warranty for service parts required to perform repairs during years 2 and 3 after the date of instrument installation	$ 0.01	2	$ -	$ 0.02
1.3	B51004313 PROD,AS-DV,CH Thermo Scientific Dionex AS-DV Autosampler for 5 mL vials The Thermo Scientific Dionex AS-DV Autosampler is a robust, random access fullloop injection autosampler that simplifies routine ion chromatography applications and supports automated sample filtration. Includes: • Vial holder for 5.0 vials (P/N 068947) Features: • Support for up to 50 x 5 mL vials, which can be ordered with plain caps (P/N 039532) or with 20 µm filtercaps to automatically filter every injection (P/N 038141) • Chemically inert, metal-free PEEK flow path • Injection volumes from 0.1 to 5.0 µL	$11,500.00	1	$ 4,013.50	$ 7,486.50
1.4	038141 PolyVials+Filter Caps, 250 each, 5mL PolyVials and Filter Caps (20 µm), 250 each for 5.0 mL vials	$ 151.00	1	$ 27.18	$ 123.82
1.5	22185-62707 KIT,ELUENT MONITOR,2L,INUVION Thermo Scientific Eluent Monitor for 2 L bottles. The Thermo Scientific Eluent Monitor ensures high instrument uptime and prevents errors by continually monitoring remaining eluent levels. • Supports up to three 2 L or 250 mL eluent bottles • Eluent bottle lights up when eluent level is low or insufficient to complete the current sequence • Customizable alerts and actions using Chromeleon CDS • Completely external sensors to prevent contamination of eluent	$ 695.00	1	$ 242.56	$ 452.44
1.6	22185-62400 KIT,OVEN,COLUMN,INUVION Thermo Scientific Dionex Inuvion Column Heater. The Thermo Scientific Dionex Inuvion Column Heater stabilizes operating conditions to deliver consistent separations by providing precise temperature control over a wide temperature range with fast heat-up times. • Supports 2mm to 5mm guard and separator columns • 10 to 60 ˚C, minimum 5 ˚C above ambient • Includes column clips	$ 1,760.00	1	$ 614.24	$ 1,145.76

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

1.7	B51000232 KIT,VIPER,INUVION,PRECISION,CD Thermo Scientific Dionex Inuvion PEEK Viper Fittings Kit. The Dionex IC PEEK Viper™ fittings kit for Inuvion simplifies connections between regularly changed consumables by removing the need to use tools or learn specific connection procedures. Includes parts for:• Guard column outlet to 250 mm separator column inlet (76 mm) • Guard column outlet to 150 mm separator column inlet (140 mm) • Separator column outlet to suppressor inlet (140 mm) • Suppressor outlet to cell inlet (203 mm) • Suppressor outlet to CRD inlet (140 mm) • CRD outlet to cell inlet (140 mm)	$ 464.00	1	$ 161.94	$ 302.06
1.8	088662 Dionex CR-ATC 600 Trap Column Dionex™ CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems	$ 1,680.00	1	$ 655.20	$ 1,024.80
1.9	075778 PROD,KOH,EGC 500 Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	$ 2,260.00	1	$ 881.40	$ 1,378.60
1.10	076035 PROD,COL,IP,AG18-FAST-4UM,4X30MM The Dionex IonPac AG18-Fast-4µm guard column is optimized for use with the Dionex IonPac AS18-Fast-4µm column.	$ 661.00	1	$ 257.79	$ 403.21
1.11	076034 PROD,COL,IP,AS18-FAST-4UM,4X150MM The Dionex IonPac AS18-Fast-4µm columns are high-capacity, hydroxide-selective anion-exchange columns with the same selectivity as the Dionex IonPac AS18 column. Their shorter format is conducive to faster flow rates that can significantly reduce the run times of common inorganic anions and low molecular weight organic acids in diverse sample matrices. Compared to the standard Dionex IonPac AS18-Fast column, this new ion-exchange column uses smaller resin particles for more efficient separations resulting in more accurate peak integration and more reliable results. A high-pressure IC system is required to operate this column under standard conditions.	$ 2,040.00	1	$ 795.60	$ 1,244.40
1.12	060001 PROD,ANION,4MM,NGES-A-4 mm	$ 1,520.00	1	$ 592.80	$ 927.20
1.13	038677 SVC,INSTAL,APPL,DX-SPRT,DAY	$ 0.01	1	$ -	$ 0.01
1.14	7350.0104A CM LICENSE CODE: NEW Required for all new Chromeleon 7.3 or later installations and includes: • New license Code • Installation media • Chromeleon box	$ 0.01	1	$ -	$ 0.01

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

1.15	7100.0108 CHROMELEON SINGLE EDITION (SE) Provides one client and enables control of one Thermo Scientific instrument and: • includes Instrument Controller, Class 1 Instrument license, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection • must be ordered with 7050.0104A or one of its variants • can only be used for Workstation installations	$ 5,230.00	1	$ 1,621.30	$ 3,608.70
1.16	960708 CBL,3COND,LINE CORD,US,RoHS Power Cord US	$ 15.70	3	$ 5.48	$ 30.66
1.17	701-061562 Yr 2/3 Extended War-Inuvion RFIC •Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. •On-site corrective maintenance visits including labor and travel with a target of three (3) business days on-site response time (parts are covered by Factory Warranty) •Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit •Priority status for technical support telephone inquiries •10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	$ 4,841.00	2	$ 1,689.51	$ 6,302.98
1.18	701-016800 Yr 2or3 Ext War AS-DV Yr 2 or 3 Extended Warranty - AS-DV for 5.0ml vials • Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. • On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Priority status for technical support telephone inquires• 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty	$ 1,229.00	2	$ 282.67	$ 1,892.66
2	702-026401 1 DAY IC ONSITE SUPPORT	$ 5,690.00	1	$ 1,650.10	$ 4,039.90
				Subtotal	**$ 80,738.14**
				Promotions/Discounts	$ (27,654.50)
				Subtotal less discounts	**$ 53,083.64**
				Taxable items	**$ 44,887.97**
				Total taxes at 9.25%	**$ 4,152.14**
				Shipping	**$ 1,200.00**
				Agreement Amount	**$ 58,435.78**
				Prior Agreement Total	**$ 170,970.35**
	Additional costs and expenses for products necessary and authorized by the County of Monterey Public Health Laboratory Director.				**$ 5,000.00**
				Total Not to Exceed Agrement Amount	**$ 234,406.13**

There shall be no travel reimbursement allowed during this Agreement.

Docusign Envelope ID: 7A5E55C9-D34A-425D-AAC4-5B8C6B138662

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.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@countyofmonterey.gov

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

D: 4260-2550262

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50262	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Monterey, Health Department

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2031

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

4. 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.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ -	Exhibit D	Special Terms and Conditions	40
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Contractor's Release	2
+ -	Exhibit G	Business Associate Addendum	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Monterey, Health Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1270 Natividad Road	Salinas	CA	93906

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

In Process

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50262	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per: W&I 5960.25		

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Zero-Cost Vehicle Use Agreement

1. Use Overview

The California Department of Health Care Services ("DHCS") agrees to provide the County of Monterey, Health Department ("Grantee") with the rights to use DHCS property and vehicles as described in this Agreement ("Agreement"). DHCS oversees the Behavioral Health Continuum Infrastructure Program (BHCIP) pursuant to Cal. Welf. & Inst. Code §§5960-5960.4. DHCS established the BHCIP Round 1 Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU).

DHCS awarded the Grantee a BHCIP Round 1 grant to purchase vehicles necessary for CCMU teams to be able to reach and serve individuals in crisis located in the City of Salinas, County of Monterey, State of California, and to operate the specific vehicles for their intended purposes identified in Grantee's grant application. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicles as specified in this Agreement.

The grant for Grantee's vehicles are funded through State General Funds (SGF). As part of DHCS's grant award to Grantee, Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who is acting as DHCS's agent to administer Round 1 grants, to undertake Grantee's purchase of CCMU vehicles. This Agreement between DHCS and Grantee provides additional obligations the Grantee has to DHCS as a condition of receiving all funds, keeping vehicles purchased with grant funds under Grantee's contract with AHP, and in order to comply with the requirements of the statutes governing BHCIP and the SGF.

This Agreement hereby incorporates by reference the provisions set forth in Prime Contract AHP-21-10349, as applicable to this Agreement. The applicable provisions set forth in AHP-21-10349 shall survive the termination of AHP-21-10349 for purposes of this Agreement. The provisions in this Agreement shall supersede any conflicting provisions in AHP-21-10349.

It is the intent of the parties that Grantee, and any subsequent owners of the vehicles, continue to be bound by the requirements of the BHCIP statutes and this Agreement for a period of six (6) years from the effective date of this Agreement. The BHCIP statutes, as written on the date of this agreement, are hereby incorporated by reference into this agreement.

The term of this Agreement is for six (6) years after the effective date of this Agreement. During this period, the Grantee shall:

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

A. Ensure that upon the earlier of (i) the termination or expiration of the Agreement term, or (ii) upon the vehicle becoming non-operational, the Grantee will do the following within ninety (90) days:
   1. Sale of the Vehicle: The Grantee will arrange for the sale of the Vehicle at fair market value. Grantee will obtain prior written consent from DHCS prior to sale of the Vehicle.

   2. Use of Proceeds: The proceeds from the sale or disposition of the Vehicle will be used exclusively for BHCIP purposes consistent with Cal. Welf. & Inst. Code §5960 et seq. The Grantee will provide documentation reasonably satisfactory to DHCS confirming that the proceeds were used for BHCIP purposes.

   3. "Non-operational" means the vehicle is no longer functioning, no longer serviceable, not cost worthy to repair, uninsurable, or determined to be a total loss by insurance.

   4. The provisions under this Section 1(A) shall survive the expiration or termination of this Agreement.

B. Ensure that the vehicles are maintained, at the Grantee's expense, in good condition and to arrange for necessary repairs and maintenance during the Agreement term.

C. Ensure that Grantee has provided, maintained, and certified automobile liability insurance is in effect during the term of this Agreement or any extension period during which the vehicles remain in the Grantee's possession, and as specified in AHP-21-10349.

D. Ensure that if, during the term of this Agreement and until the sale or insurance total loss of the vehicles, they are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Grantee will remain financially responsible for the fair market value of the vehicles at the time of loss. The Grantee will notify DHCS within 10 days of any of these events.

E. Ensure that Grantee agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the vehicles during the term of this Agreement, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the vehicles, or on the use, ownership, possession, transportation, delivery, or operation of the same. Grantee agrees to reimburse DHCS for the full costs, expenses, taxes, fees, and other charges paid by DHCS in which Grantee is obligated to pay.

F. Ensure that all operators of the vehicles must hold a valid State of

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

California driver's license. In the event that ten or more passengers are to be transported in each vehicle, the operator must also hold a State of California Class B driver's license.

G. Ensure that the vehicles remain the property of DHCS, or its nominees, successors, or assigns, at all times during the term of this Agreement. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicle for the purposes specified in this Agreement. The Lessee must not assign, transfer, sublet, sell, or encumber the Vehicle in any way without the prior written consent of DHCS.

H. Ensure that the vehicles are used in compliance with the requirements set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.A of this Agreement;

I. Ensure that the vehicles are used in compliance with requirements governing the SGF.

J. Comply with the change of vehicle use requirements contained in Section 5.B. of this Agreement, if applicable;

K. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.C. of this Agreement;

L. Provide DHCS access to the vehicles, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.D. of this Agreement;

M. Provide DHCS with reports in the manner and frequency set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.E. of this Agreement; and

N. Comply with any and all applicable rules and laws, including those governing the disposition of property in the event that Grantee elects to transfer use rights to the vehicles.

2. Use Location

The vehicles must be used within the State of California.

3. Use Hours

The vehicles must be used during normal Grantee working hours and days.

4. Authorized Representatives

A. The authorized representatives during the term of this Agreement will be:

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Department of Health Care Services	**County of Monterey, Health Department**
Contract Manager: Laurice Artap Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Contract Manager: Melanie Rhodes Telephone: (831)796-1742 Email: RhodesM@countyofmontereyca.gov

B. Direct all inquiries to:

Department of Health Care Services	**County of Monterey, Health Department**
Community Service Division, Behavioral Health Expansion Branch Attention: Laurice Artap Mail Station Code 2635 P.O Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Attention: Kelley Molton 1270 Natividad Road Salinas CA, 93906 Telephone: (831) 796-1715 Email: Moltonk@countyofmonterey.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Uses to be Allowed

A. Operation of the vehicles

For the term of this Agreement, the Grantee must comply with the following requirements:

1. Operate the vehicles in accordance with all applicable requirements in Cal. Welf. & Inst. Code §§5960-5960.4;

2. Operate the vehicles for the type of behavioral health services identified in the Grantee's DHCS approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 5.B below;

3. Accept Medi-Cal beneficiaries; and

4. Operate the vehicles in compliance with all applicable requirements governing the SGF.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

B. Change in Vehicle Use

If Grantee wants to change the type of behavioral health services that it serves with the vehicles to something other than what was approved in the Grantee's BHCIP grant application, the Grantee must submit a written request to DHCS prior to making such a change.

The Grantee's written request must:

1. Identify the desired type of behavioral health service;

2. Explain the need for the proposed change;
3. Identify any licenses, certifications, modifications, staff, or any other requirement that the Grantee must obtain before being able to make the proposed change; and

DHCS has absolute discretion to permit or deny the request and may require the Grantee to provide additional information to evaluate the Grantee's request.

C. Record Retention

1. The Grantee must maintain books, accounting records, client records, and other documents, in a manner sufficient to properly reflect all direct and indirect costs of operating the vehicles during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. The Grantee's records and each vehicle's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.

3. The Grantee agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, the Bureau of State Audits, or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the permissible uses and performance of this Agreement. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to permissible uses or performance of this Agreement (Cal. Gov. Code §8546.7, 2 CCR §1896.77).

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

4. The Grantee must preserve and make available its records (1) for a period of five years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. The Grantee may, at its discretion, following the expiration of this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit or obtain copies of said records, the Grantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

1. DHCS, or its authorized representatives, has the right at all reasonable times to inspect the vehicles. If DHCS exercises this right to inspect, the Grantee must provide access to the vehicles and will provide reasonable assistance for the safety and convenience of the DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

E. Reports to DHCS

Within 90 days of the end of each quarter [for the first three years of the term of this Agreement and on an annual basis thereafter], the Grantee must submit reports to DHCS to mailto:BHCIP@dhcs.ca.gov. The reports must include the following information:

1. Provide DHCS with proof of insurance for the vehicles annually or whenever there is a change in coverage.

2. Provide DHCS with proof of vehicle(s) maintenance, such as oil changes.

3. Annual Equipment/Property Inventory

   a. If the Grantee enters into an agreement with a term of more than twelve months, the Grantee must submit an annual inventory of state

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

equipment and/or property to the DHCS using a form or format designated by DHCS. If an inventory report form does not accompany this Agreement, the Grantee must request a copy from DHCS. The Grantee must:

i. Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
ii. Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by DHCS.
iii. Contact DHCS to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHCS.

b. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Grantee must provide a final inventory report of equipment and/or property to DHCS and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at Grantee's expense and according to DHCS' instructions. Equipment and/or property disposition instructions must be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

4. Performance Measures

a. Provide the county location of CCMU program.

i. What cities are served?
ii. What cities were served during the current time period?

b. Provide the following information regarding the vehicles in possession purchased with BHCIP funds:

i. Description (make/model)
ii. Date purchased
iii. Is the vehicle operational?
iv. The current odometer reading

c. Provide the hours of operation and the hours per week the CCMU services are available.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

d. Describe the makeup of your CCMU teams.

   i. Provide an organization chart
   ii. Identify the various positions of the CCMU team (i.e. Peer support staff, mental health clinician, etc.…)
   iii. Indicate how many staff are from each position.

e. Provide the total requests for CCMU services that resulted in a CCMU Team:

   i. Dispatched and CCMU services provided
   ii. Resolved without dispatching a CCMU team

f. Provide the age range of the total amount of unduplicated individuals served through dispatch.

g. Provide the number of all individuals receiving CCMU services through dispatch, for the reporting quarter, by previous experience with behavioral health care:

   i. Have never received behavioral health services before
   ii. Receive or have received SMI/SED services (full-service partnerships other SMI services
   iii. Receive or have received SUD services
   iv. Receive or have received some counseling or community based mental health services in the past.
   v. Other
   vi. Not reported

F. **Single Audit**

The grant for Grantee's vehicles is funded through State General Funds (SGF). Therefore, Grantee must comply with any and all applicable rules, including those governing the disposition vehicles in the event that Grantee elects to transfer ownership of the vehicles.

Furthermore, Grantee must comply with any and all of the California Department of Finance's SGF reporting requirements.

G. **Assignment of this Agreement Following the Transfer of Use Rights to the Vehicles**

If at any time during the term of this Agreement the Grantee sells, gifts, or otherwise transfers use rights of the vehicles, in whole or in part, the Grantee must ensure that, as a condition of the use rights transfer, the subsequent user of the vehicles complies with the terms of this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Prior to finalizing any transfer of use rights to the vehicles, the Grantee must request that DHCS formally amend this Agreement to assign the Grantee's obligations under this Agreement to the subsequent user of the vehicles.

This Agreement is not assignable by the Grantee, either in whole or in part, without the prior written consent of DHCS.

H. **Remedies**

If the Grantee violates any terms of this Agreement, DHCS or another department authorized to represent the State of California may impose a corrective action plan and/or take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following enforcement actions:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Wholly or partly suspend or terminate the grant award.
3. Withhold or deny further BHCIP awards to the Grantee.
4. Require the Grantee to forfeit and return all or part of the grant funds, including any interest, and/or
5. Require the Grantee to forfeit and return all unused grant funds, including any interest.
6. Specific performance.
7. Terminate this Agreement.

DHCS (or another department authorized to represent the State of California) may specify the timeframes and deadlines for the Grantee's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State of California) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

The provisions under this Section 5(H) will survive the expiration or termination of this Agreement.

6. DHCS Responsibilities

DHCS will oversee the change in vehicle use, record retention, monitoring, review of reports submitted, and remedies as identified in sections 5(B), 5(C), 5(D), 5(E), and 5(H) above.

7. Americans with Disabilities Act

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit A
Scope of Work

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), and the implementing regulations, including 36 C.F.R. Part 1194 and 28 C.F.R. Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

8. 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 Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. WORD USAGE

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit B
Budget Detail and Payment Provisions

1. Payment

This is a non-financial, zero cost Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	21. Drug Free Workplace Act of 1988
2. Travel and Per Diem Reimbursement	22. Covenant Against Contingent Fees
3. Procurement Rules	23. Payment Withholds
4. Equipment / Property Ownership / Inventory / Disposition	24. Progress Reports or Meetings
5. Subcontract Requirements	25. Performance Evaluation
6. Income Restrictions	26. Officials Not to Benefit
7. Audit and Record Retention	27. Prohibited Use of State Funds for Software
8. Site Inspection	28. Use of Disabled Veteran's Business Enterprises (DVBE)
9. Federal Contract Funds	29. Use of Small, Minority Owned and Women's Businesses
10. Termination	30. Use of Small Business Subcontractors
11. Intellectual Property Rights	31. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	32. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	33. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	34. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	35. Public Communications
16. Dispute Resolution Process	36. Legal Services Contract Requirements
17. Subrecipient Compliance	37. Compliance with Statutes and Regulations
18. Human Subjects Use Requirements	38. Lobbying Restrictions and Disclosure Certification
19. Debarment and Suspension Certification	
20. Smoke-Free Workplace Certification	

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

In Progress

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

The Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must 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.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

In process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

In Process

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

1. Amendment Process

A. This provision is in addition to provision 2 of Exhibit C, General Terms and Conditions (GTC 02/2025).
B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes must be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), the Centers for Medicare and Medicaid (CMS), or any other applicable regulatory agencies, is such approval(s) are required.

2. Termination for Convenience

A. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. **Note**: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

B. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

D. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

3. Insurance Requirements

Contractor must comply with the following insurance requirements:

A. General Provisions Applying to All Policies

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

1. Coverage Term

   Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal

   Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor 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 this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible & Other Costs

   Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

4. Primary Clause

   Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating

   All insurance companies must carry an A rating or better. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements

   Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance

   Inadequate or lack of insurance does not negate the Contractor’s obligations under the contract.

8. Subcontractors

   If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of Contractor.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Exhibit E
Additional Provisions

9. Certificate of Insurance

   The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability

Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies “per project/location” it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

C. Automobile Liability

Contractor must maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability

Contractor must maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Contract. Employer’s liability limits of $1,000,000 are required. The Workers’ Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

In Process

Contractor's Release

Instructions to Contractor:

Final Invoice(s)

Submit one original invoice signed by a person authorized to bind the Contractor. The original invoice may submitted and signed electronically using an authorized electronic signature in accordance with California State Administrative Manual 1240. The only authorized form of electronic signature is a digital signature that meets requirements under California Government Code 16.5 and California Secretary of State Regulations for Digital Signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of $ _____ and dated _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post-consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

In Process

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____

Printed Name/Title of Person Signing: _____

Date: _____

Distribution: Accounting (Original) Program

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate 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 purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall 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 infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, “DHCS Contacts”).

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: 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:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

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 counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

In Process

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting 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, materials, 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. The contractor further declares under penalty of perjury that they 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.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Docusign Envelope ID: 79636CB0-27F4-447A-ADD5-1E2BD80BF3C8

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide 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 the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the 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 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

In Process

Docusign Envelope ID: 0C487FC5-461E-42B2-AAF2-00252D9D50F9

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Date: December 18, 2025

To: Clerk of the Board

From: Teresa Rios, EMS Director

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment to the Monterey County EMS Agency Emergency Medical Care Committee (EMCC) for a term ending June 30, 2027:

Name: Kurt Schake
Address: Martinez Hall
220 12th St.
Marina, CA 93933

Kurt Schake is recommended to be a citizen's representative. He is currently the CEO of the Veterans Transition Center of California. He is also retired from the U. S. Air Force.

Your assistance is appreciated.

DocuSigned by:
Teresa Rios
519AA80DB32642B...

Teresa Rios
EMS Bureau Chief/EMS Director